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No. 44]

NEW DELHI, SATURDAY, OCTOBER 30, 1982/KARTIKA 8, 1904

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सार्वधिक आदेश और आधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(न्याय विभाग)

नई दिल्ली, 14 अक्टूबर, 1982

का०आ० 3656.—न्यायालय की ध्वजमाना अधिनियम, 1971 (1971 का 70) की धारा 15 की उपधारा (2) के अनुसरण में, केन्द्रीय सरकार, गोवा, दमन और दीव सरकार के सरकारी अधिवक्ता श्री जोआकिम दिआस का, उक्त उपधारा के प्रयोजनों के लिए, सब शासित क्षेत्र गोवा, दमन और दीव के संबंध में विधि अधिकारी के रूप में निर्दिष्ट करने है।

[सं० 26/3/82-न्याय]

एन० के० शर्मा, उप सचिव

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(Department of Justice)

New Delhi, the 14th October, 1982

S.O. 3656.—In pursuance of sub-section (2) of section 15 of the Contempt of Courts Act, 1971 (70 of 1971), the Central Government hereby specifies that Shri Joaquim Dias, Government Advocate to the Government of Goa, Daman and Diu to be the Law Officer for the purposes of the said sub-section, in relation to the Union territory of Goa, Daman and Diu.

[No. 26/3/82-Jus.]

S. K. SHARMA, Dy. Secy.

गृह मंत्रालय

नई दिल्ली, 2 सितम्बर, 1982

का०आ० 3657.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में गृह मंत्रालय के निम्नलिखित कार्यालयों का, जिनके कर्मचारी बुद्ध मे हिन्दी का कार्यमाध्यक ज्ञान प्राप्त कर लिया है, अधिसूचित करते हैं—

1. कार्यालय पुलिस महानिरीक्षक मेजर-3, केन्द्रीय रिजर्व पुलिस बल, नई दिल्ली-110057.
2. कार्यालय पुलिस उप महानिरीक्षक, के० रि० पु० बल, नई दिल्ली।
3. ग्रुप केन्द्र के० रि० पु० बल नई दिल्ली।
4. 47 वी बटालियन
5. 54 वी बटालियन
6. 55 वी बटालियन
7. 71 वी बटालियन
8. बेस अस्पताल, प्रथम, के० रि० पु० बल नई दिल्ली
9. ग्रुप केन्द्र के० रि० पु० बल गांधीनगर
10. 24 वी बटालियन
11. 37 वी बटालियन
12. 68 वी बटालियन
13. पुलिस उपमहानिरीक्षक के० रि० पु० बल, प्रथम
14. ग्रुप केन्द्र, के० रि० पु० बल, प्रथम
15. 3 वी बटालियन
16. 9 वी बटालियन

17. 33 बी बटालियन
18. 40 बी बटालियन
19. ग्रुप सेंटर-2 के० ए० ए० बल, अजमेर
20. 13 बी बटालियन
21. 14 बी बटालियन
22. 61 बी बटालियन
23. 67 बी बटालियन
24. पुलिस उप महा निरीक्षक, केन्द्रीय रिजर्व पुलिस बल, श्रीनगर
25. ग्रुप सेंटर, केन्द्रीय रिजर्व पुलिस बल, बननदाब
26. 2 सी बटालियन
27. 20 बी बटालियन
28. 22 बी बटालियन
29. 16 बी बटालियन

[सं० 12017/1/82 हिन्दी]

आई० ए० बिस्ट, उप सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 2nd September, 1982

S.O. 3657.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (use for Official purposes of the union), Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs, the Staff whereof have acquired the working knowledge of Hindi :—

1. Office of the Inspector General of Police, Sector, 3, C. R. P. F. New Delhi.
2. Office of the Dy. Inspector General of Police C. R. P. F. New Delhi.
3. Group Centre, C. R. P. F., New Delhi.
4. Battalion No. 47.
5. Battalion No. 54.
6. Battalion No. 55.
7. Battalion No. 71.
8. Base Hospital First, C.R.P.F. New Delhi.
9. Group Centre, C.R.P.F. Gandhi Nagar.
10. Battalion No. 24.
11. Battalion No. 37.
12. Battalion No. 68.
13. Dy. Inspector General of Police, C.R.P.F. Ajmer.
14. Group Centre, C.R.P.F. Ajmer.
15. Battalion No. 3.
16. Battalion No. 9.
17. Battalion No. 33.
18. Battalion No. 40.
19. Group Centre-2, C.R.P.F. Ajmer.
20. Battalion No. 13.
21. Battalion No. 14.
22. Battalion No. 61.
23. Battalion No. 67.
24. Dy. Inspector General of Police C. R. P. F. Srinagar.
25. Group Centre, C.R.P.F. Bantlab.
26. Battalion No. 2.
27. Battalion No. 20.
28. Battalion No. 22.
29. Battalion No. 16.

[No. 12017/1/82-Hindi]

I. S. BIST, Dy. Secy.

कानूनी और प्रशासनिक सुधार विभाग

आदेश

नई दिल्ली, 7 अक्टूबर, 1982

का०आ० 3658 —केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदान की गई शक्तों का प्रयोग करते हुए, गजरात सरकार की सहमति से

भारतीय दंड संहिता, 1860 (1860 का 45 की धारा 301-क, 435 और 447 के अधीन दंडनीय अपराधों और उक्त अपराधों की जांच या उनके संरक्षण में प्रयत्नों, दुष्प्रेरणों और घड़ियों के, तथा गुजरात राज्य के बड़ोदा ग्रामीण जिला के नगर पुलिस थाने में राजस्त्रीकरण मामला सं० 292/82 की बाबत उक्त तथ्यों से उद्भूत होने वाले उक्त संघर्षकार के क्रम में किए गए किसी अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियाँ और अधिकारिता की पूरे गुजरात राज्य में विस्तारित करती है।

[संख्या 228/7/82-ए० बी०-डी०-II]

ए० के० वर्मा, अवर सचिव

(Department of Personnel & Administrative Reforms)

ORDER

New Delhi, the 7th October, 1982

S.O. 3658.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with consent of the Government of Gujarat, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Gujarat for the investigation of offences punishable under sections 304-A, 435 and 447 of the Indian Penal Code, 1860 (45 of 1860), and attempts, abettments and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction arising out of the same facts in regard to case No. 292/82 registered at P. S. Padia, Baroda Rural District in the State of Gujarat.

[No. 228/7/82-AVD. III]
H. K. VFRMA, Under Secy.**वित्त मंत्रालय**

(राजस्व विभाग)

नई दिल्ली, 16 अक्टूबर, 1981

आयकर

का०आ० 3659.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि विहित प्राधिकारी अर्थात्, सचिव, विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित मस्या को आय कर नियम, 1962 के नियम 6(4) के साथ पठित, आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) प्रयोजनों के लिए अन्य प्राकृतिक और अनुसंधान विज्ञान के क्षेत्र में 'संगम' प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि संज्ञा से संबंधित चक्र एंड प्रताप चंद मेमोरियल रिसर्च फाउंडेशन मुम्बई प्राकृतिक या अनुसंधान, कृषि, / पशुपालन/ स्वास्थ्यकी और औषधि से भिन्न विज्ञान के क्षेत्र में वैज्ञानिक अनुसंधान के लिए प्राप्त राशियों को पुषक रूप से लेखा रखेगा।
- (ii) उक्त संगम प्रत्येक वर्ष के लिए अपने वैज्ञानिक अनुसंधान संबंधी क्रिया कलापों का वार्षिक विवरण परिषद् को प्रति वर्ष 30 अप्रैल तक ऐसे प्रारूप में प्रस्तुत करेगा जो इस प्रयोजन के लिए अधिकतम किए जाए और उसे सूचित किए जाएं।
- (iii) उक्त संगम प्रत्येक वर्ष लेखाओं का वार्षिक समीक्षित विवरण सम्बद्ध आय-कर आयुक्त को भेजेगा।

मस्या

यह अधिसूचना 28-8-81 से 31-3-1983 तक विधि मन्त्र्य होगी।

[सं० 4265/का०सं० 203/260/80-च ई टी ए (II)]

ए० के० पाण्डेय, उप-सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 16th October, 1981

INCOME-TAX

S.O. 3659.—It is hereby notified for general information that the institution mentioned below has been approved by the Secretary, Department of Science & Technology, New Delhi, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 read with rule 6(iv) of the Income-tax Rules, 1962 under the category of "Association" in the area of other natural and applied sciences, subject to the following conditions :—

- (i) That the Bhandari Balweerchand Pratapchand Memorial Research Foundation, Bombay will maintain a separate account of sums received by it for scientific research in the field of natural and applied sciences other than agriculture/animal husbandry/fisheries and medicines ;
- (ii) That the said Association will furnish Annual Return of its scientific research activities to the Prescribed Authority for every financial year in such forms as may be laid down and intimated to them for this purpose by 30th April each year ;
- (iii) That the said Association will submit the Annual Return and statement of accounts to the concerned Commissioner of Income-tax, every year.

INSTITUTION

M/s. Bhandari Balweerchand Pratap Chand Memorial Research Foundation, Bombay.

This notification is valid from 28-8-1981 to 31-3-1983.

[No. 4265/F. No. 203/260/80-ITA II]

M. K. PANDEY, Dy. Secy.

नई दिल्ली, 12 अक्टूबर, 1982

प्रधान कार्यालय स्थापन

क्र.आ. 3660—केन्द्रीय उत्पादन शुल्क तथा सीमा शुल्क बोर्ड (कारबार के संव्यवहार का विनियमन) नियम, 1964 के नियम 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भारतीय सीमा शुल्क तथा केन्द्रीय उत्पादन शुल्क सेवा के अधिकारी श्री जी.एस. साहनी को, जो केन्द्रीय उत्पादन शुल्क तथा सीमा शुल्क बोर्ड में सदस्य के पद पर तैनात है, दिनांक 12 अक्टूबर, 1982 से एक वर्ष के लिए अध्यक्ष, केन्द्रीय उत्पादन शुल्क तथा सीमा शुल्क बोर्ड नियुक्त करती है। अधिवाषिकी की तिथि अर्थात् 31 मई, 1983 से बाद की अवधि को सेवा में वृद्धि माना जायगा।

[क्र.सं. ए-19011/23/79-प्रशा.०-1]

जी.एस. मेहरा, घर सचिव

New Delhi, the 12th October, 1982

HEADQUARTERS ESTABLISHMENT

S.O. 3660.—In exercise of the powers conferred by Rule 3 of the Central Board of Excise & Customs (Regulation of Transaction of Business) Rules, 1964, the Central Government hereby appoints Shri G. S. Sawhney an officer of the Indian Customs & Central Excise Service and posted as Member, Central Board of Excise & Customs as Chairman, Central Board of Excise & Customs with effect from the 12th October, 1982 for one year. The period beyond superannuation i.e. the 31st May, 1983 being treated as extension of service.

[F. No. A. 19011/23/79-Ad. I]

G. S. MEHRA, Under Secy.

नई दिल्ली, 11 अक्टूबर, 1982

आयकर

क्र.आ. 3661—आयकर अधिनियम, 1961 (1961 का 43) की धारा 194क की उपधारा (3) के खण्ड (iii) के उपखण्ड (ब) के अनुसरण में, केन्द्रीय सरकार एतद्वारा एकादमल वायव्यारशन आफ मराठवाड़ा लिमिटेड, औरंगाबाद को उक्त खण्ड के प्रयोजनों अधिसूचित करती है।

[क्र.सं. 275/26/82-आ.क. (10)]

आर. सी. हण्डा, उप सचिव

New Delhi, the 11th October, 1982

INCOME-TAX

S.O. 3661.—In pursuance of sub-clause (f) of clause (iii) of sub-section (3) of section 194A of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the Textile Corporation of Marathwada Limited, Aurangabad, for the purposes of the said sub-clause

[F. No. 275/26 82-IT(B)]

R. C. ILANDA, Dy. Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग विभाग)

नई दिल्ली, 12 अक्टूबर, 1982

क्र.आ. 3662—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उपधारा (1) के खण्ड (घ) के अनुसरण में और भारत सरकार के आर्थिक कार्य विभाग (बैंकिंग प्रभाग) का दिनांक 19 अप्रैल, 1980 की अधिसूचना संख्या एफ. 7/2/80-आ.आ.०-1 का अधिक्रमण करने हुए, केन्द्रीय सरकार एतद्वारा श्री एम. नरसिम्ह को भारतीय रिजर्व बैंक के केन्द्रीय बोर्ड में निदेशक नियुक्त करती है।

[संख्या. एफ. 7/10/82-ब.आ.०-1(I)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 12th October, 1982

S.O. 3662.—In pursuance of clause (d) of sub-section (1) of section 8 of the Reserve Bank of India, Act, 1934 (2 of 1934), and in supersession of the notification of the Government of India in the Department of Economic Affairs (Banking Division) No. F. 7/2/80-BO.I, dated 19th April, 1980, the Central Government hereby nominates Shri M. Narasimham, to be a Director on the Central Board of the Reserve Bank of India.

[No. F. 7/10/82-BO.I(1)]

क्र.आ. 3663—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 6 की उपधारा (1) के खण्ड (ग) के उपखण्ड (1) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री आर.एन. मल्होत्रा के स्थान पर वित्त मंत्रालय, आर्थिक कार्य विभाग के सचिव श्री एम. नरसिम्ह को भारतीय औद्योगिक विकास बैंक का निदेशक नामित करती है।

[सं. एफ. 7/10/82-ब.आ.०-1(2)]

आर. सी. कौल, अपर सचिव

S.O. 3663.—In pursuance of sub-clause (i) of clause (c) of sub-section (1) of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri M. Narasimham, Secretary, Department of Economic Affairs, Ministry of Finance as the Director of the Industrial Development Bank of India vice Shri R. N. Malhotra.

[No. F. 7/10/82-BO.I(2)]

R. K. KAUL Addl Secy.

समाहृतिय केंद्रीय उत्पाद शुल्क : मध्य प्रदेश : पोस्ट बोग न 10 : इंदौर

इंदौर, 7 नवम्बर, 1982

अधिसूचना सं० 12/82

क्रा०आ० 3664.--अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर पदोन्नत होने पर निम्नलिखित निरीक्षकों, केन्द्रीय उत्पाद शुल्क (च० खे०) से उनके नाम के भारो दर्शाई विधियों की अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर कार्यभार ग्रहण कर लिया है।

क्र० सं०	अधिकारी का नाम	तैनाती स्थान	कार्यभार ग्रहण करने की तिथि
सर्वेक्षी			
1.	एस०ए० अलामी	अधीक्षक (निराकरण) के० उ० शु० प्रभा० कार्या० इंदौर।	24-7-82 (पूर्वाह्न)
2.	पी०डी० धामस	अधीक्षक, के० उ० शु० रेंज, सागर।	26-7-82 (पूर्वाह्न)
3.	जे० डी० मोटवानी	अधीक्षक, के० उ० शु०, प्रार० बी० सी० II रेंज भिलाई।	20-7-82 (पूर्वाह्न)
4.	अजीज अहमदुल	अधीक्षक (तकनीकी), के० उ० शु० मुख्या० कार्या० इंदौर।	31-7-82 (पूर्वाह्न)
5.	भार०के० देवमुख	अधीक्षक, के० उ० शु०, रेंज II जामुल।	31-7-82 (पूर्वाह्न)
6.	डी०जे० छटवानी	अधीक्षक (लेखा परीक्षा) के० उ० शु०, मुख्या० कार्या० इंदौर।	31-7-82 (पूर्वाह्न)
7.	ए०के० पाल	अधीक्षक (तकनीकी) प्रभा० कार्यालय रायपुर।	31-7-82 (पूर्वाह्न)
8.	जी०डी० जोशी	अधीक्षक, के० उ० शु० राजनगरगांव।	31-7-82 (अपरान्ह)
9.	यू०एस० मोरकार	अधीक्षक (लेखा परीक्षा) के० उ० शु०, मुख्या० कार्या० इंदौर।	11-8-82 (पूर्वाह्न)
10.	सी०एम० धामोरीकर	अधीक्षक (सतर्कता), के० उ० शु० मुख्या० कार्या० इंदौर।	11-8-82 (पूर्वाह्न)
11.	एस०एस० दापुरकर	अधीक्षक, के० उ० शु० रेंज III, इंदौर।	11-8-82 (पूर्वाह्न)
12.	भार०एस० गुप्ता	अधीक्षक (लेखा परीक्षा), के० उ० शु०, मुख्या० कार्या० इंदौर।	16-8-82 (पूर्वाह्न)
13.	पी०वी० शर्मा	अधीक्षक, केन्द्रीय उत्पाद शुल्क, रेंज-I, देवास।	16-8-82 (पूर्वाह्न)
14.	एस०भार० कानूनगा	अधीक्षक, के० उ० शु०, रेंज I जामुल।	31-8-82 (पूर्वाह्न)

Central Excise Collectorate : Madhya Pradesh

NOTIFICATION NO. 12/82

S. O. 3664 :—Consequent upon their promotion as Superintendent, Central Excise, Group 'B' the following Inspectors of Central Excise (S.C.), have assumed their charges as Superintendent, Central Excise, Group 'B' with effect from the date as shown against them.

Sl. No.	Name of the Officer	Place of Posting	Date of assumption of charge
S/Shri			
1.	S.A. Jalali	Superintendent (P.O.) Central Excise, Divisional Office, Gwalior.	24-7-82 (F.N.)
2.	P.T. Thomas	Superintendent, C. Ex. Range-I, Sagai.	26-7-82 (F.N.)
3.	J.D. Motwani	Superintendent, C. Ex. R.B.C. II, Range, Bhilai.	30-7-82 (F.N.)
4.	Aziz Abdul	Superintendent (Tech.) C. Ex. Hqrs. Office, Indore.	31-7-82 (F.N.)
5.	R.K. Desmukh	Superintendent, C. Ex. Range-II, Jamul.	31-7-82 (F.N.)
6.	D.J. Khatwani	Superintendent (Audit), C. Ex. Hqrs. Office, Indore.	31-7-82 (F.N.)
7.	A.K. Pal	Superintendent (Tech.) Divl. Office, Raipur.	31-7-82 (F.N.)
8.	G.D. Joshi	Superintendent, C. Ex. Rajnandgaon.	31-7-82 (A.N.)
9.	U.S. Borkar	Superintendent (Audit) C. Ex. Hqrs. Office, Indore.	11-8-82 (F.N.)
10.	C.M. Dhamorikar	Superintendent (Vig.) C. Ex. Hqrs. Office, Indore.	11-8-82 (F.N.)
11.	M.S. Dapurkar	Superintendent, C. Ex. Range-III, Indore.	11-8-82 (F.N.)
12.	R.S. Gupta	Superintendent (Audit), C. Ex. Hqrs. Office, Indore.	16-8-82 (F.N.)
13.	O.P. Sharma	Superintendent, C. Ex. Range-I, Dewas.	16-8-82 (F.N.)
14.	Shri S.R. Kanungo	Superintendent, C. Ex. Range-I, Jamul.	31-8-82 (F.N.)

[C. NO. II(3)9-Con/82/5271]

S. K. DHAR, Collector.

जाणिज्य संचालय

मुख्य नियंत्रक, आयात-निर्यात का कार्यालय

नई दिल्ली, 4 अक्टूबर, 1982

क्रा० आ० 3665 श्रीमती नीला भारविद भंडारी, पत्नी, 203, बालकेश्वर रोड, बम्बई-6 को एक प्रतिष्ठित बैंक 200, 612 जेड-2514 कार के प्राप्ति के लिए 52316 रुपए मूल्य का एक सीमांतक निकासी परमिट सं० पी०/जे/0391049 दिनांक 14-6-82 प्रदान किया गया था।

[(प०सं० II(3)9-गोप/82/184)]

एस०के० धर, समाहर्ता

अवेदक ने उपर्युक्त सीमाशुल्क निकासी परमिट को अनुसूचित जारी करने के लिए इस आधार पर अवैधता किया है कि मूल प्रति उनसे खो गई है। आगे यह भी बताया गया है कि सीमाशुल्क निकासी परमिट किसी भी सीमाशुल्क अधिकारी के पास पंजीकृत नहीं कराया गया था और इस प्रकार उसके मूल्य का बिल्कुल भी उपयोग नहीं हुआ है।

2 अपने तर्कों के समर्थन में, आईमेनधारी ने नोटरी पब्लिक, बम्बई के सामने निम्नलिखित शपथ लेकर स्टाम्प पेपर पर एक श्राव्य पत्र दाखिल किया है। तदनुसार में सन्तुष्ट हूँ कि मूल सीमाशुल्क निकासी परमिट सं० पी/जे/0391049/एन/एमपी/83/एच/82 दिनांक 14-6-82 अवैधता से खो गई है/अस्थानस्थ हो गई है। समय समय पर यथा संशोधित आयात नियंत्रण अधिनियम 1955 दिनांक 7-12-1955 की उपधारा 8 (सी सी) के अन्तर्गत प्रवृत्त अधिकारी का प्रयोग करते हुए श्रीमती नीता अरविंद भण्डारी के नाम में जारी किए गए उपर्युक्त मूल सीमाशुल्क निकासी परमिट सं० पी/जे/0391049/एन/एमपी/83/एच/82 दिनांक 14-6-82 को एनद्द्वारा रद्द किया जाता है।

3. सीमाशुल्क निकासी परमिट की अनुसूचित प्रति श्रीमती नीता अरविंद भण्डारी को अवगम में जारी की जा रही है।

[मिर्मिल सं० ए 145/82-83/बी एन एन/1362]

जे० पी० सिंहल, उप-मुख्य नियंत्रक, आयात-निर्यात

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports and Exports)

New Delhi, the 4th October, 1982

S.O. 3665.—Mrs. Neeta Arvind Bhandari, Panorama, 203, Valkeshwar Road, Bombay-6 was granted a CCP No. P/J/0391049 dated 14th June, 1982 for Rs. 52316 only for the import of one Mercedes Benz 200, 612-Z-2534 car

The applicant has applied for issue of a Duplicate Copy of the above mentioned CCP on the ground that the original CCP has been lost. It has further been stated that the original CCP was not registered with any Custom Authority and as such the value of the CCP has not been utilised at all.

2. In support of her contention, the licensee has filed an affidavit, duly sworn before the Notary Public, Bombay. I am accordingly satisfied that the original CCP No. P/J/0391049/N/MP/83/H/82 dated 14th June, 1982 has been lost or misplaced by the applicant. In exercise of powers conferred under Sub-clause 9(c) of the Import Control Order 1955 dated 7th December, 1955, as amended from time to time, the said original CCP No. P/J/0391049/N/MP/83/H/82 dated 14th June, 1982 issued to Mrs. Neeta Arvind Bhandari is hereby cancelled.

3. A duplicate copy of the CCP is being issued to Mrs. Neeta Arvind Bhandari separately.

[F. No. A-145/82-83/BLS/2362]

I. P. SINGHAL, Dy. Chief Controller
of Imports & Exports

उद्योग मंत्रालय

(भारी उद्योग विभाग)

आदेश

नई दिल्ली, 13 अक्टूबर, 1982

का० आ० 3666—उद्योग विकास तथा विनियमन अधिनियम, 1951 (1951 का 65) की धारा 6 के द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए एच विकास परिषद् (फायर विधि) नियम 1952 के नियम 2, 4 और 5 के साथ पढ़ते हुए, केन्द्रीय सरकार एतद्द्वारा निम्नलिखित अधिनियम को भारत सरकार के भारी उद्योग विभाग के आदेश दिनांक 18-7-1981 के द्वारा गठित यस्त्र मशीनों के निर्माण अथवा उत्पादनरत अनुसूचित उद्योगों की विकास

परिषद् का सदस्य नियुक्त करती है और यह निर्देश देती है कि उक्त आदेश में निम्नलिखित संशोधन किया जाएगा अर्थात्—

उक्त आदेश में, कृप संख्या 3 के सामने दी गई प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी अर्थात्—

3 थी जी० एम० ग्रेवाल,

संयुक्त सचिव,

भारी उद्योग विभाग

सदस्य/सचिव

[2181/टी०एम०/डी०सी०/एच०आई०/81/सं० 3-33/81एच०एम० (1)]

एच० कन्नन, निदेशक

MINISTRY OF INDUSTRY

(Department of Heavy Industry)

ORDER

New Delhi, the 13th October, 1982

S.O. 3666.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with Rules 2, 4 and 5 of the Development Council (Procedural) Rules, 1952, the Central Government hereby appoints the following person to be a member of the Development Council constituted by the Order of the Government of India in the Department of Heavy Industry Order dated 18th July, 1981 for the Scheduled Industries engaged in the manufacture or production of Textile Machinery and directs that following amendment shall be made in the said Order namely:—

In the said Order, for the entry occurring against Serial No. 3, the following entry shall be substituted namely:—

3. Shi G. S. Grewal,
Joint Secretary,
Department of Heavy Industry.

Member/Secretary

[2181/TM/DC/HI/51/No. 3-33/81-HM(I)]

S. KANNAN, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

स्वास्थ्य मंत्रालय

गुडि-पत्र

नई दिल्ली, 30 अगस्त, 1982

का० आ० 3667.—इस मंत्रालय की दिनांक 25 मई, 1982 की अधिसूचना सं० एफ-24-5/70-के०सं०स्वा०यो० (नीति) के अंग्रेजी क्लायर में नियम 2 के उपनियम (3) में उल्लिखित शब्द "कन्टिन्यूअस" के स्थान पर शब्द "कन्टिग्युअस" प्रतिस्थापित किया जाए।

[संख्या एफ० 24-5/70-के०सं०स्वा०यो० (नीति)]

के० एल० भाटिया, प्रधान सचिव

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

CORRIGENDUM

New Delhi, the 30th August, 1982

S.O. 3667.—The word "continuous" appearing in sub-rule (3) of rule 2 of this Ministry's Notification No. F. 24-5/70-CGHS(P) dated the 25th May, 1982 may be substituted by the word "contiguous".

[No. F. 24-5/70-CGHS(P)]

K. I. BHATIA, Under Secy.

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 8 अक्टूबर 1982

कां.आ. 3668—यतः पेट्रोलियम और खनिज पार्श्व लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना कां.आ. सं. 2333 तारीख 17-6-82 द्वारा केन्द्रीय सरकार ने उन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार की पार्श्व लाईन को विछाने के प्रयोजन के लिए अर्जित करने का अपना आग्रह घोषित कर दिया था।

और यतः सक्षम अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चित किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पार्श्व लाईन विछाने के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए तेल और प्राकृतिक गैस आयोग से सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निश्चित होगा।

अनुसूची

कूप नं० के० आ० डी० —-6 में जी० सी० एम०

राज्य : गुजरात जिला : मेहसाणा तालुका : कोल

गाँव	ब्लॉक नं०	हेक्टेयर	एकर	सेन्टीयर
1	2	3	4	5
बोरीसना	135	0	11	55
	137	0	10	05

[सं. 12016/22/82-प्र०-II]

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 8th October, 1982

S.O. 3668.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S. O. 2333 dated 17-6-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from well No. KOD - 6 to G.C.S.

State: Gujarat	District : Mehsana	Taluka : Kolol		
Village	Block No.	Hectare	Acre	Centiare
Borisana	135	0	11	55
	137	0	10	05

[No. 12016/22/82-Prod. II]

नई दिल्ली, 11 अक्टूबर 1982

कां.आ. 3669.—यतः पेट्रोलियम और खनिज पार्श्व लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और रसायन तथा उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना कां.आ. सं. 2761 तारीख 10-10-81 द्वारा केन्द्रीय सरकार ने उन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार की पार्श्व लाईन को विछाने के प्रयोजन के लिए अर्जित करने का अपना आग्रह घोषित कर दिया था।

और यतः सक्षम अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चित किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पार्श्व लाईन विछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए दीपक फर्टिलाइजर्स और पेट्रोकेमिकल्स कार्पोरेशन लि० में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख से निश्चित होगा।

अनुसूची

उरण टर्मिनल से दीपक फर्टिलाइजर्स और पेट्रोकेमिकल्स कार्पोरेशन लि० समोला तक पार्श्व लाईन विछाने के लिए

राज्य : महाराष्ट्र जिला : रायगड तालुका : उरण

गाँव	सर्वेक्षण नं०	क्षेत्र 'एकड़ बीघे'	
1	2	3	4
कुई	101	1	1.00
		2	18.00
		3	15.00
		4	07.00
		5	75.00
		8	25.00
		9	02.00
		11	06.00

New Delhi, the 11th October, 1982

S.O. 3669.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S. O. No. 2761 dated 10-10-1981 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in Deepak Fertilizers and Petrochemicals Corporation Ltd., free from encumbrances.

SCHEDULE

Pipeline from Uran Terminal to Deepak Fertilizers and Petrochemicals Corporation Limited, Talaja.

State—Maharashtra		District	Raiged Taluka—Uran	
Village		S. No.	H. No.	Area Sq. Meters
1		2	3	4
Funde		101	1	1.00
			2	18.00
			3	15.00
			4	07.00
			5	75.00
			8	25.00
			9	07.00
			11	06.00
			12	20.00
			13	05.00
			14	05.00
			15	02.00
			16	10.00
			17	10.00
			19	02.00
			20	02.00
		100	1	12.00
			2	12.00
			4	20.00
			5	16.00
75		96	10	16.00
			1	20.00
			2	20.00
			5	16.00
76			10	24.00
			11	08.00
			13	08.00
77		95	14	24.00
78			1	52.00
			2	22.00
79			5	22.00
			6	32.00
			3	2.00

माला

1	2	3	4
Fun 'c—oncl	94	2	04.00
		3	02.00
		4	18.00
		5	28.00
		7	26.00
	92	1	32.00
	93	2	36.00
		3	04.00
		4	02.00
		5	12.00
		6	24.00
	74	1	04.00
		2	12.00
		3	18.00
		4	20.00
		5	36.00
		6	02.00
		10	02.00
	75	1	18.00
		2	20.00
		3	18.00
		4	17.00
	76	1	22.00
		2	24.00
		3	12.00
	77	1	38.00
	78	1	06.00
		2	20.00
		3	18.00
	79	1	24.00
	Nalla	--	13.00

[No. 12016/41/81-Prod.]

का० आ० 3670.—यत् पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 1920 तारीख 10-5-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार का पाइप लाईन को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय स्थापित कर दिया था।

और यत् समस्त प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार से रिपोर्ट दे दी है।

और आगे, यत् केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (ii) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाईन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार से बहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, संयोजना के प्रकाशन की इस तारीख को निश्चित होगा।

अनुसूची				
दक्षिण संथाल जी० जी० एम० में उत्तर कड़ी जी० जी० एम० I				
राज्य, गुजरात जिला व तालुका मेहसाणा				
गांव	ब्लॉक नं०	हैक्टयर	एअरई	मेटीयर
सुडाना	1126	0	01	45
	1125	0	03	00
	1124	0	01	50
	काटे ट्रेक	0	00	20
0 550	1123	0	02	60
	1088	0	02	65
	1089	0	01	75
	1085	0	01	73
	1083	0	02	75
	1082	0	03	10
	1081	0	01	50
	1080	0	01	50
	1071	0	03	00
	1072	0	02	25
	1073	0	02	05
	1057	0	01	30
	1056	0	02	60
	1054	0	02	90
	1059	0	00	70
	काटे ट्रेक	0	00	25
	1023	0	06	40
	1021	0	03	35
	1018	0	02	20
	980	0	12	30

[सं० 12016/1/82-पाइ II]

एल० एम० गायन, निदेशक

S.O. 3670.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S. O. 1920 dated 10-5-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from south Santhal GGS to N.K. GGS I

State Gujarat

District & Taluka : Meshana

Village	Block No.	Hectare	Acre	Centiare
Jotana	1126	0	01	45
	1125	0	03	00
	1124	0	01	50
	Cart track	0	00	20
	1123	0	02	60
	1088	0	02	65
	1089	0	01	75
	1085	0	01	75
	1083	—	02	75
	1082	0	03	10
	1081	0	01	50
	1080	0	01	50
	1071	0	03	00
	1072		02	25
	1073	0	02	05
	1057	0	01	30
	1056	0	02	60
	1054	0	02	90
	1059	0	00	70
	Cart track	0	00	25
	1023	0	06	40
	1021	0	03	35
	1018	0	02	20
	980	0	12	30

[No. 12016/1/82-Prod-II]

L.M. GOYAL, Director

MINISTRY OF ENERGY

(Department of Coal)

CORRIGENDA

New Delhi, the 8th October, 1982

S.O. 3671.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 760, dated the 11th February, 1982, published in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 27th February, 1982.

at page 874 in the first column

(i) in line 47

for "1661 to 1619"
read "1616 to 1619";

(ii) in line 53

for "2677 to 2709"
read "2677 to 2706".

[No. 19/68/81-CL]

ऊर्जा मंत्रालय

(कोयला विभाग)

सूचि पत्र

नई दिल्ली, 8 अक्टूबर, 1982

क्र० आ० 3672.—भारत के राजपत्र तारीख 17 फरवरी, 1982 के भाग II, खण्ड 3, उपखण्ड (ii) में पृष्ठ 1695-1696 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना क्र० आ० 1540 तारीख 31 मार्च, 1982 में —

पृष्ठ 1695 पर (1) अधिसूचना में "नक्शों" व "कागज" के स्थान पर क्रमशः "नक्शों" व "प्रकाशन" पढ़िए।

850 GI/81-2

(2) अनुसूची में —

(अ) "पुलिस चौकी सं०" के स्थान पर "पटवारी हलका सं०" पढ़िए।

(ब) क्रम सं० 1 में हेक्टरों में क्षेत्र स्तंभ के नीचे "891.242" के स्थान पर "891.342" पढ़िए।

(स) क्रम सं० 3 में ग्राम का नाम स्तंभ के नीचे "टुषबाड़ी" के स्थान पर "तुषबाड़ी" पढ़िए।

(द) क्रम सं० 9 में हेक्टरों में क्षेत्र स्तंभ के नीचे "220.000" के स्थान पर "290.000" पढ़िए।

पृष्ठ 1696 पर (1) सीमावर्णन —

(अ) क-ख रेखा में नाम "सोनोली" के स्थान पर "सोनोली" पढ़िए।

(ब) ड-क रेखा में "हेटो सुर्ला में बिन्दू 'क' पर मिलती है" के स्थान पर "हेटो सुर्ला में प्रारंभिक बिन्दू 'क' पर मिलती है।" पढ़िए।

[सं० 19/16/82-सो० एच०]

स्वर्ण सिंह, अवर सचिव

CORRIGENDA

New Delhi, the 8th October, 1982

S.O. 3672.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1540, dated the 31st March, 1982, published at pages 1695 to 1696 of the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 17th April, 1982 at page 1696, in the schedule, against serial No. 13 relating to Waghoda village in column 6, for "28.675" read "38.675".

[No. 19/16/82-CL]

SWARAN SINGH, Under Secy.

नई दिल्ली, 11 अक्टूबर, 1982

क्र० आ० 3673.—यह पेट्रोलियम और खनिज पारंपलाईन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना क्र० आ० सं० 131 तारीख 23-12-81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों को बिछाने के प्रयोजन के लिए प्रजित करने की मनाही प्रभावित कर दिया था।

और यतः समस्त अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार की रिपोर्ट दे दी है।

और यतः, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार प्रजित करने का विनिश्चय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पारंपलाईन बिछाने के प्रयोजन के लिए एतद्वारा प्रजित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्विशेष देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के अलावा तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

कृप नं० 81 से बूथ नं० 2

राज्य : गुजरात जिला : भरुच तालुका : अंकलेश्वर

गांव	ब्लॉक नं०	हेक्टेयर	एअररई	सेन्टीयर
सरथान	82	0	11	57
	83	0	06	24
	74	0	17	29
	73	0	03	38
	75	0	10	40
	69	0	04	16
	68	0	21	19
	67	0	17	94
	39	0	03	25
	42	0	05	72
	561	0	02	73
	562	0	09	75
	563	0	02	60
	564	0	05	33
बी० पी०		0	04	16

[सं० 12016/60/81-प्रो० I]

New Delhi, the 11th October, 1982

S.O. 3673.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 131 dated 23-12-81 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free, from encumbrances.

SCHEDULE

PIPELINE FROM WELL NO. 81 TO BOOTH NO. 2
STATE : GUJARAT DISTRICT : BHARUC
TALUKA : ANKLESHWAR

Village	Block No.	Hec-tare	Are	Conti-are
1	2	3	4	5
Sarthan	82	0	11	57
	83	0	06	24
	74	0	17	29
	73	0	03	38

1	2	3	4	5
	75	0	10	40
	69	0	04	16
	68	0	21	19
	67	0	17	94
	39	0	03	25
	42	0	05	72
	561	0	02	73
	562	0	09	75
	563	0	02	60
	564	0	05	33
	VP	0	04	16

[No. 12016/60/81-Prod. I]

का० आ० 3674.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1562 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 1919 तारीख 10-5-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपन, प्राप्ति घोषित कर दिया था।

और यतः समस्त प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग, से, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

झुठाना - 1 से दक्षिण संथान जो० जी० एस तक पाइप लाइन बिछाने के लिए।

राज्य - गुजरात जिला - तालुका - मेहसादा

गांव	ब्लॉक नं०	हेक्टेयर	एअररई	सेन्टीयर
कसलपुरा	902	0	00	75
	847/पी	0	04	20
	848/पी	0	01	60
	848	0	15	55
	850	0	12	40
	851	0	05	90

[सं० 12016/1/82-प्रोड०]

S.O. 3674.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 1919 dated 10-5-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM JOTANA—1 TO S. SANTHAL GGS
STATE : GUJARAT DISTRICT & TALUKA : MEHSANA

Village	Block No.	Hect- are	Are	Conti- are
Kasalpura	902	0	00	7
	847/P	0	04	20
	847/P	0	01	60
	848	0	15	55
	850	0	12	40
	851	0	05	90

[No. 12016/1/82-Prod.]

क्र० भा० 3675.—यतः पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना क्र० भा० सं० 2160 तारीख 25-5-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों की बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाईन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन करती है कि उक्त भूमियों में उपयोग

का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

पी० आर० जी० से जी० जी० एस० विराज

राज्य — गुजरात जिला — मेहसाना तालुका — कड़ी

गांव	सर्वे नं०	हेक्टेयर	एकर	सेन्टीयर
नानी कड़ी	152/1	0	11	40
	152/2	0	02	25
	153/1	0	01	50

[सं० 12016/17/82-प्रो० -1]

S.O. 3675.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 2160 dated 25-5-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM VRG TO GGS VIRAJ
STATE : GUJARAT DISTRICT : MEHSANA TALUKA : KADI

Village	Survey No.	Hect- are	Are	Conti- are
Nani Kadi	152/1	0	11	40
	152/2	0	02	25
	153/1	0	04	50

[No. 12016/17/82 Prod. I]

कां.आ. 3676—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना कां.आ.सं. 2159, तारीख 25 मई, 1982 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी के उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस-आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख की निहित होगी।

अनुसूची

जे० आ० एफ० सं० शालोरा II

राज्य—गुजरात जिला—मेहसाना तालुका—कड़ी

गांव	सर्वे नं०	हेक्टेयर	एकर	सेन्टीयर
मेरडा	244	0	03	00
	246/1	0	04	05
	245	0	05	55

[सं० 12016/17/82-प्रो०-II]

S.O. 3676.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 2159 dated 25-5-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM JRF TO JHALORA II

STATE : GUJARAT DISTRICT : MEHSANA TALUKA : KADI

Village	Survey No.	Hect-are	Acre	Centi-are
Moorda	244	0	03	00
	246/1	0	04	05
	245	0	05	55

[No. 12016/17/82-Prod.-II]

कां.आ. 3677—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना कां.आ.सं. 755, दिनांक 27-2-1982 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन आयल कॉर्पोरेशन में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख की निहित होगी।

अनुसूची

तहसील : फिलौर जिला : जालंधर राज्य : पंजाब

ग्राम	खसरा नं०	क्षेत्रफल	है०	ए०	बर्ग मी
1	2	3	4	5	
मोरो	11/10 मिन	00	03	29	
ह० नं० 179	11/12 मिन	00	14	93	
	11/13/1 मिन	00	03	54	
	11/17 मिन	00	03	04	
	11/18/1 मिन	00	07	59	
	18/2 मिन	00	04	05	
	11/24/2 मिन	00	07	34	
मसानी	4301 मिन	00	02	11	
ह० नं० 190	4303 मिन	00	03	07	
	4304 मिन	00	05	38	
	4305 मिन	00	06	91	
	4306 मिन	00	01	15	
	4307 मिन	00	09	22	
	4310 मिन	00	00	96	
	4313 मिन	00	00	38	
	4318 मिन	00	01	34	
	4319 मिन	00	11	14	
	4322 मिन	00	11	52	
	4323 मिन	00	07	68	
	4324 मिन	00	00	96	
	4325 मिन	00	04	80	
	4395 मिन	00	00	38	
	4401 मिन	00	01	54	

1	2	3	4	5	1	2	3	4	5
भारतीय	4402 मिन	00	04	80	4745/1 मिन	00	16	32	
हुन 190	4404 मिन	00	08	26	4804 मिन	00	01	34	
	4405 मिन	00	05	95	4805 मिन	00	04	22	
	4406 मिन	00	02	30	4806 मिन	00	13	82	
	4407 मिन	00	03	84	4809 मिन	00	01	73	
	4410 मिन	00	00	38	4810 मिन	00	00	77	
	4411 मिन	00	07	30	4811 मिन	00	09	79	
	4412 मिन	00	04	42	4812 मिन	00	05	38	
	4413 मिन	0	00	19	4812/1 मिन	00	00	58	
	4414 मिन	00	03	07	4813 मिन	00	13	63	
	4415 मिन	00	02	50	4821 मिन	00	00	58	
	4416 मिन	00	03	46	4893 मिन	00	05	38	
	4417 मिन	00	02	11	4918 मिन	00	39	36	
	4418 मिन	00	01	73	4948 मिन	00	24	00	
	4419 मिन	00	01	15	4949 मिन	00	15	94	
	4420 मिन	00	00	96	4960 मिन	00	00	77	
	4421 मिन	00	00	96	4997 मिन	00	01	34	
	4423 मिन	00	00	58	5040 मिन	00	14	40	
	4424 मिन	00	00	19	5041 मिन	00	03	18	
	4425 मिन	00	17	28	5052 मिन	00	07	87	
	4426 मिन	00	02	69	5055 मिन	00	07	10	
	4427 मिन	00	02	88	5068 मिन	00	09	22	
	4428 मिन	00	01	15	5069 मिन	00	19	78	
	4443 मिन	00	13	82	5105 मिन	00	00	58	
	4444 मिन	00	08	34	5114 मिन	00	03	07	
	4445 मिन	00	00	38	5115 मिन	00	13	06	
	4446 मिन	00	00	00	5116 मिन	00	00	77	
	4447 मिन	00	03	28	5117 मिन	052	03	65	
	4448 मिन	00	02	88	5127 मिन	00	02	69	
	4449 मिन	00	02	69	5127/1 मिन	00	01	15	
	4492 मिन	00	01	54	5129/1 मिन	00	13	44	
	4499 मिन	00	00	19	5130 मिन	00	01	34	
	4500 मिन	00	00	77	5137 मिन	00	11	52	
	4501 मिन	00	04	22	5138 मिन	00	01	34	
	4502 मिन	00	07	49	5154 मिन	00	00	19	
	4505 मिन	00	09	41	5155 मिन	00	04	22	
	4506 मिन	00	09	22	5157 मिन	00	04	03	
	4516 मिन	00	02	69	5164 मिन	00	02	11	
	4517 मिन	00	12	67	5165 मिन	00	01	54	
	4518 मिन	00	06	72	5166 मिन	00	04	03	
	4524 मिन	00	00	19	5170 मिन	00	00	19	
	4596 मिन	00	01	34	5171 मिन	00	09	02	
	4599 मिन	00	00	00	5172 मिन	00	05	18	
	4613 मिन	00	01	54	5173 मिन	00	01	73	
	4618 मिन	00	01	15	5175 मिन	00	46	66	
	4619 मिन	00	07	30	5188 मिन	00	04	42	
	4735 मिन	00	09	79	5189 मिन	00	07	58	
	4736 मिन	00	06	14	5190 मिन	00	05	57	
	4737 मिन	00	04	80	5193 मिन	00	14	59	
	4738 मिन	00	06	72	5194 मिन	00	01	34	
	4739 मिन	00	00	96	5195 मिन	00	12	67	
	4740 मिन	00	02	69	5199 मिन	00	07	68	
	4742 मिन	00	12	10	5201 मिन	00	08	45	
	4743 मिन	00	10	94	5205 मिन	00	16	90	
	4744 मिन	00	00	58					

1	2	3	4	5	1	2	3	4	5
इडवाड़	70 मिन	00	04	99	इडवाड़	648 मिन	00	01	73
ह० न० 194	71 मिन	00	05	95	ह० न० 194	649 मिन	00	08	45
	86 मिन	00	00	77		650 मिन	00	00	58
	87 मिन	00	00	00		651 मिन	00	00	38
	89 मिन	00	00	77		654 मिन	00	00	77
	90 मिन	00	06	14		674 मिन	00	03	84
	91 मिन	00	00	38		675 मिन	00	00	91
	92 मिन	00	05	38		676 मिन	00	04	99
	103 मिन	00	01	15		680 मिन	00	08	58
	104 मिन	00	00	38		719 मिन	00	09	79
	105 मिन	00	08	26		720 मिन	00	00	00
	109 मिन	00	02	50		721 मिन	00	06	53
	110 मिन	00	00	00		722 मिन	00	02	50
	112 मिन	00	11	90		724 मिन	00	03	65
	114 मिन	00	04	80		725 मिन	00	03	26
	129 मिन	00	01	34		728 मिन	00	01	73
	142 मिन	00	00	00		729 मिन	00	00	77
	143 मिन	00	00	58		795 मिन	00	01	54
	144 मिन	00	01	15		815 मिन	00	06	14
	145 मिन	00	09	79		816 मिन	00	00	58
	146 मिन	00	04	42		817 मिन	00	03	65
	162 मिन	00	00	19		819 मिन	00	02	50
	163 मिन	00	03	26		820 मिन	00	01	34
	164 मिन	00	04	61		821 मिन	00	04	80
	165 मिन	00	00	42		825 मिन	00	01	73
	191 मिन	00	00	00		826 मिन	00	08	45
	192 मिन	00	00	00		827 मिन	00	00	00
	193 मिन	00	04	42		829 मिन	00	00	38
	403 मिन	00	00	96		830 मिन	00	05	18
	447 मिन	00	03	26		831 मिन	00	08	45
	448 मिन	00	06	14		833 मिन	00	01	34
	452 मिन	00	00	19		843 मिन	00	00	19
	454 मिन	00	01	73		844 मिन	00	01	34
	455 मिन	00	07	49		945 मिन	00	02	11
	456 मिन	00	00	38		846 मिन	00	00	58
	458 मिन	00	02	11		847 मिन	00	00	00
	483 मिन	00	00	38		859 मिन	00	02	11
	485 मिन	00	07	10		860 मिन	00	15	94
	489 मिन	00	00	00		861 मिन	00	04	43
	490 मिन	00	00	38		869 मिन	00	00	58
	492 मिन	00	05	38		876 मिन	00	09	60
	493 मिन	00	07	49		877 मिन	00	00	38
	494 मिन	00	00	38		878 मिन	00	14	21
	495 मिन	00	00	19		879 मिन	00	01	73
	496 मिन	00	00	53		881 मिन	00	00	38
	1596/498 मिन	00	01	73		893 मिन	00	06	34
	1600/500/1 मिन	00	05	18		894 मिन	00	05	57
	1602/500/3 मिन	00	00	00		895 मिन	00	00	38
	1607/503/2 मिन	00	01	73		896 मिन	00	02	88
	615 मिन	00	04	80		898 मिन	00	05	57
	616 मिन	00	05	95		3 मिन	00	09	61
	642 मिन	00	08	26	मतफावू	4 मिन	00	01	26
	646 मिन	00	03	26	ह० न० 211	12 मिन	00	07	59
						13 मिन	00	05	31

1	2	3	4	5	1	2	3	4	5
सतफाल	14 मिन	00	00	76	अनीर	110 मिन	00	09	38
ह० न० 211	15 मिन	00	00	25	ह० न० 210	113 मिन	00	01	01
	16 मिन	00	11	38		114 मिन	00	12	90
	17 मिन	00	01	01		115 मिन	00	03	04
	20 मिन	00	01	77		116 मिन	00	00	76
	21 मिन	00	14	42		118 मिन	00	00	76
	22 मिन	00	01	26		123 मिन	00	01	01
Khal between Kh Nos. 22,60 मिन		00	00	25		124 मिन	00	05	57
	60 मिन	00	01	01		125 मिन	00	03	29
	304 मिन	00	04	30		134 मिन	00	00	51
	305 मिन	00	11	89		135 मिन	—	—	—
	306 मिन	00	00	51		136 मिन	00	15	18
	319 मिन	00	03	79	साधिया	176 मिन	00	01	01
	320 मिन	00	01	77	ह० न० 209	177 मिन	00	11	89
	321 मिन	00	04	05		191 मिन	00	01	01
	323/1 मिन	00	04	81		192 मिन	00	04	30
	323/2 मिन	00	07	84		193 मिन	00	05	06
	324 मिन	00	00	51		194 मिन	00	11	64
	345 मिन	00	03	54		196 मिन	00	01	52
	357 मिन	00	07	34		215 मिन	00	00	51
	358 मिन	00	06	07		216 मिन	00	10	63
	359 मिन	00	10	88		224 मिन	00	03	04
	361 मिन	00	04	05		225 मिन	00	09	11
	361/1 मिन	00	06	58		228 मिन	00	09	11
	362 मिन	00	00	25		229 मिन	00	09	11
	364 मिन	00	04	61		232 मिन	00	07	08
	410 मिन	00	09	11		233 मिन	00	04	30
	412 मिन	00	07	59		240 मिन	00	00	76
	413 मिन	00	09	36		245 मिन	00	09	36
	417 मिन	00	06	07		246 मिन	00	02	78
	423 मिन	00	04	30		247 मिन	00	12	14
	424,425 मिन	00	02	78		266 मिन	00	05	26
	426 मिन	00	06	32		272/1 मिन	00	01	01
	427 मिन	00	01	01		272/2 मिन	00	11	89
	428 मिन	00	03	54		273 मिन	00	10	38
	540 मिन	00	01	26		274 मिन	00	07	33
	574 मिन	00	01	26		275/2 मिन	—	—	—
	596 मिन	00	02	28		276 मिन	00	17	71
	597 मिन	00	07	59		277 मिन	00	02	28
	598 मिन	00	00	51		282 मिन	00	02	78
	599 मिन	00	04	55		290 मिन	—	—	—
	600 मिन	00	03	29		304 मिन	00	06	83
	603 मिन	00	01	77		309 मिन	00	10	88
	606 मिन	00	09	11		310 मिन	00	01	01
	617 मिन	00	08	10		311 मिन	00	06	07
	622 मिन	—	—	—		312 मिन	00	00	25
	623 मिन	00	12	65		572 मिन	00	00	25
	624 मिन	00	02	28	बोमस कला	168 मिन	—	—	—
	625 मिन	—	—	—	ह० न० 198	170 मिन	00	08	10
	626 मिन	00	11	13		180 मिन	00	01	52
	630 मिन	00	07	08		182 मिन	00	01	01
	631 मिन	00	05	57		183 मिन	00	09	36
	632 मिन	00	00	51		184 मिन	00	04	05
	634 मिन	00	05	82		185 मिन	00	00	25

1	2	3	4	5	1	2	3	4	5
कोसास कला	188 मिन	00	00	51	कोसास कला	1572 मिन	00	01	28
ह०न० 198	189 मिन	00	02	53	ह०न० 198	1810 मिन	00	01	01
	197 मिन	—	—	—		1826 मिन	00	04	05
	200 मिन	00	00	25		1827 मिन	00	08	60
	201 मिन	00	00	25		1830 मिन	00	01	52
	202 मिन	00	12	90		1831 मिन	00	06	58
	204 मिन	00	02	53		1832 मिन	00	01	52
	205 मिन	00	00	51		1833 मिन	00	01	52
	211 मिन	00	00	25		1862 मिन	00	10	12
	211/1 मिन	—	—	—		1865 मिन	—	—	—
	212 मिन	00	05	82		1872 मिन	00	00	76
	213 मिन	00	05	57		1873 मिन	00	12	14
	217 मिन	00	11	89		1874/1 मिन	00	04	81
	218 मिन	00	10	82		1874/2 मिन	00	10	63
	219 मिन	00	00	76		1875 मिन	00	08	35
	560 मिन	00	04	05		1876 मिन	00	02	02
	561 मिन	00	04	81		2058 मिन	00	00	76
	562 मिन	00	03	04		2063 मिन	00	03	29
	582 मिन	00	11	89		2064 मिन	00	01	01
	595 मिन	00	00	51		2065 मिन	00	03	04
	697 मिन	00	05	82		2067 मिन	00	11	38
	717 मिन	00	03	29		2068 मिन	00	04	55
	732 मिन	—	—	—		2075 मिन	00	00	76
	733 मिन	00	02	78		2076 मिन	00	04	81
	735 मिन	00	02	78		2077 मिन	00	06	58
	1182 मिन	00	00	76		2080 मिन	00	09	36
	1402 मिन	00	09	61		2081 मिन	00	02	78
	1403 मिन	00	05	57					
	1405 मिन	00	00	25	कोटली खखीया	542 मिन	00	01	01
	1406 मिन	00	00	51	ह०न० 199	543 मिन	00	07	08
	1407 मिन	00	00	51		544 मिन	00	06	07
	1408 मिन	00	02	53		545 मिन	00	01	01
	1409 मिन	00	04	55		546 मिन	00	08	10
	1413 मिन	—	—	—		549 मिन	00	08	35
	1435 मिन	—	—	—		550 मिन	00	06	32
	1436 मिन	00	01	26		551 मिन	00	00	25
	1437 मिन	00	05	06		554 मिन	00	00	51
	1441/1 मिन	00	00	25		555 मिन	00	00	76
	1442 मिन	00	10	12		611 मिन	—	—	—
	1452 मिन	00	10	37		612 मिन	00	01	52
	1485 मिन	00	00	25		614 मिन	00	11	89
	1486 मिन	00	05	06		615 मिन	00	01	26
	1487 मिन	00	10	12		616 मिन	00	01	52
	1488 मिन	00	10	37		633 मिन	00	04	05
	1495 मिन	00	00	25		642 मिन	00	01	52
	1496 मिन	00	05	06		643 मिन	00	13	41
	1497 मिन	00	02	02		644 मिन	00	00	51
	1552 मिन	00	07	08		646 मिन	00	00	25
	1553 मिन	00	10	63		648 मिन	00	13	16
	1564 मिन	00	03	79		649 मिन	—	—	—
	1566 मिन	00	05	31		650 मिन	—	—	—
	1567 मिन	00	00	51		656 मिन	—	00	76
	1568 मिन	—	—	—		658 मिन	00	04	55
	1569 मिन	00	12	40		659 मिन	00	11	13
	1571 मिन	00	02	78					

1	2	3	4	5	1	2	3	4	5
कदली खानियाँ	709 मिन	00	10	88	Massani H.				
ह.नं० 199	710 मिन	00	03	79	No. 190				
	711 मिन	00	00	25		4401 Min	00	01	54
	819 मिन	00	00	76		4402 Min	00	04	80

[सं० 12020/3/82-प्र०]

S.O. 3677.—Whereas by a notification of Government of India in the Ministry of Petroleum, Chemicals and Fertilizer (Department of Petroleum) S.O. 755 dated 27-2-1982 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now therefore in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines.

And further in exercise of the powers conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : Phillaur Distt. : Jullundur State : Punjab

Name of village	Khassia No.	Area		
			H. A	Sq. M.
1	2	3	4	5
Moroan H. No.				
179	11 10 Min	00	03	29
	12 Min	00	14	93
	13/1 Min	00	03	54
	17 Min	00	03	04
	18/1 Min	00	07	59
	18/2 Min	00	04	05
	24/2 Min.	00	07	34
Massani H. No.				
190	4301 Min	00	02	11
	4303 Min	00	03	07
	4304 Min	00	05	38
	4305 Min	00	06	91
	4306 Min	00	01	15
	4307 Min	00	09	22
	4310 Min	00	00	96
	4313 Min	00	00	38
	4318 Min	00	01	34
	4319 Min	00	11	14
	4322 Min	00	11	52
	4323 Min	00	07	68
	4324 Min	00	00	96
	4325 Min	00	04	80
	4395 Min	00	00	38

4401 Min	00	01	54
4402 Min	00	04	80
4404 Min	00	08	26
4405 Min	00	05	95
4406 Min	00	02	30
4407 Min	00	03	84
4410 Min	00	00	38
4411 Min	00	07	30
4412 Min	00	04	42
4413 Min	00	00	19
4414 Min	00	03	07
4415 Min	00	02	50
4416 Min	00	03	46
4417 Min	00	02	11
4418 Min	00	01	73
4419 Min	00	01	15
4420 Min	00	00	96
4421 Min	00	00	96
4423 Min	00	00	58
4424 Min	00	00	19
4425 Min	00	17	28
4426 Min	00	02	69
4427 Min	00	02	88
4428 Min	00	01	15
4443 Min	00	13	82
4444 Min	00	06	34
4445 Min	00	00	38
4446 Min	00	00	00
4447 Min	00	03	26
4448 Min	00	02	88
4449 Min	00	02	69
4492 Min	00	01	54
4499 Min	00	00	19
4500 Min	00	00	77
4501 Min	00	04	22
4502 Min	00	07	49
4505 Min	00	09	41
4506 Min	00	09	22
4516 Min	00	02	69
4517 Min	00	12	67
4518 Min	00	06	72
4524 Min	00	00	19
4596 Min	00	01	34
4599 Min	00	00	00
4613 Min	00	01	54
4618 Min	00	01	15
4619 Min	00	07	30
4735 Min	00	09	79
4736 Min	00	06	14
4737 Min	00	04	80
4738 Min	00	06	72
4739 Min	00	00	96
4740 Min	00	02	69
4742 Min	00	12	10
4743 Min	00	10	94
4744 Min	00	00	58
4745/1 Min	00	16	32
4804 Min	00	01	34
4805 Min	00	04	22
4806 Min	00	13	82
4809 Min	00	01	73
4810 Min	00	00	77
4811 Min	00	09	79
4812 Min	00	05	38

1	2	3	4	5	1	2	3	4	5
Massani	4812/1 Min	00	00	59	Dadhwarh	456 Min	00	00	38
H. No. 190	4813 Min	00	13	63	H No. 194.	458 Min	00	02	11
	4821 Min	00	00	53		483 Min	00	00	38
	4893 Min	00	05	38		485 Min	00	07	10
	4918 Min	00	39	36		489 Min	00	00	00
	4948 Min	00	24	00		490 Min	00	00	38
	4949 Min	00	15	94		492 Min	00	05	38
	4960 Min	00	00	77		493 Min	00	07	49
	4997 Min	00	01	34		494 Min	00	00	38
	5040 Min	00	14	40		495 Min	00	00	19
	5041 Min	00	05	18		496 Min	00	00	53
	5042 Min	00	07	87		1506/498 Min	00	01	73
	5055 Min	00	07	10		1600/500/1 Min	00	05	18
	5068 Min	00	00	22		1600/500/3 Min	00	00	00
	5069 Min	00	19	78		1607/503/2 Min	00	01	73
	5105 Min	00	00	53		615 Min	00	04	80
	5114 Min	00	03	07		616 Min	00	05	95
	5115 Min	00	13	06		642 Min	00	08	26
	5116 Min	00	00	77		646 Min	00	03	26
	5117 Min	00	03	65		648 Min	00	01	73
	5127 Min	00	02	69		649 Min	00	08	45
	5127/1 Min	00	01	15		650 Min	00	00	58
	5129/1 Min	00	13	44		651 Min	00	00	38
	5130 Min	00	01	34		654 Min	00	00	77
	5137 Min	00	11	52		674 Min	00	03	84
	5138 Min	00	01	34		675 Min	00	06	91
	5154 Min	00	00	19		676 Min	00	04	99
	5155 Min	00	04	22		680 Min	00	00	58
	5157 Min	00	04	08		719 Min	00	09	79
	5164 Min	00	02	11		720 Min	00	00	00
	5165 Min	00	01	54		721 Min	00	06	53
	5166 Min	00	04	03		722 Min	00	02	50
	5170 Min	00	00	19		724 Min	00	03	65
	5171 Min	00	00	02		725 Min	00	03	26
	5172 Min	00	05	18		728 Min	00	01	73
	5173 Min	00	01	73		729 Min	00	00	77
	5175 Min	00	46	66		795 Min	00	01	54
	5188 Min	00	04	42		815 Min	00	06	14
	5189 Min	00	07	68		816 Min	00	00	58
	5190 Min	00	05	57		817 Min	00	03	65
	5193 Min	00	14	59		819 Min	00	02	50
	5194 Min	00	01	34		820 Min	00	01	34
	5195 Min	00	12	67		821 Min	00	04	80
	5199 Min	00	07	68		825 Min	00	01	73
	5201 Min	00	08	45		826 Min	00	08	45
	5205 Min	00	16	90		827 Min	00	00	00
						829 Min	00	00	38
Dadhwarh	70 Min	00	04	99		830 Min	00	05	18
H. No. 194	71 Min	00	05	95		831 Min	00	08	45
	86 Min	00	00	77		833 Min	00	01	34
	87 Min	00	00	00		843 Min	00	00	19
	89 Min	00	00	77		844 Min	00	01	34
	90 Min	00	06	14		845 Min	00	02	11
	91 Min	00	00	38		846 Min	00	00	58
	92 Min	00	05	38		847 Min	00	00	00
	103 Min	00	01	15		859 Min	00	02	11
	104 Min	00	00	38		860 Min	00	15	94
	105 Min	00	08	26		861 Min	00	04	42
	109 Min	00	02	50		869 Min	00	00	58
	110 Min	00	00	00		876 Min	00	09	60
	112 Min	00	11	90		877 Min	00	00	38
	114 Min	00	04	80		878 Min	00	14	21
	129 Min	00	01	34		879 Min	00	01	73
	142 Min	00	00	00		891 Min	00	00	38
	143 Min	00	00	58		893 Min	00	06	34
	144 Min	00	01	15		894 Min	00	05	57
	145 Min	00	09	79		895 Min	00	00	38
	146 Min	00	04	42		896 Min	00	02	88
	162 Min	00	00	19		898 Min	00	05	57
	163 Min	00	03	26					
	164 Min	00	04	61					
	165 Min	00	04	42					
	191 Min	00	00	00					
	192 Min	00	00	00					
	193 Min	00	04	42					
	403 Min	00	00	96					
	447 Min	00	03	26					
	448 Min	00	06	14					
	452 Min	00	00	19					
	454 Min	00	01	73					
	455 Min	00	07	49					

1	2	3	4	5	1	2	3	4	5
Mutfallu H.No. 211	3/Min.	00	09	61	Lodian H.No. 209 Contd.	194 Min.	00	11	64
	4/Min	00	01	26		196 Min.	00	01	52
	12/Min	00	07	59		215 Min.	00	00	51
	13/Min	00	05	31		216 Min.	00	10	63
	14/Min	00	00	76		224 Min.	00	03	04
	15 Min	00	00	25		225 Min.	00	09	11
	16 Min	00	11	38		228 Min.	00	09	11
	17 Min	00	01	01		229 Min.	00	09	11
	20 Min	00	01	77		232 Min.	00	07	08
	21 Min	00	14	42		233 Min.	00	04	30
	22 Min	00	01	26		240 Min.	00	00	76
	Khal between Kh.					245 Miff.	00	09	36
	Nos. 22 & 60 Min	00	00	25		246 Min.	00	02	78
	60 Min	00	01	01		247 Min.	00	12	14
	304 Min	00	04	30		266 Min.	00	05	26
	305 Min	00	11	89		272/1 Min.	00	01	01
	306 Min	00	00	51		272/2 Min.	00	11	89
	319 Min	00	03	79		273 Min.	00	10	38
	320 Min	00	01	77		274 Min.	00	07	33
	321 Min	00	04	05		275/2 Min.	—	—	—
	323/1 Min	00	04	81		276 Min.	00	17	71
	323/2 Min	00	07	84		277 Min.	00	02	28
	324 Min	00	00	51		282 Min.	00	02	78
	345 Min	00	03	54		290 Min.	—	—	—
	357 Min	00	07	34		304 Min.	00	06	83
	358 Min	00	06	07		309 Min.	00	10	88
	359 Min	00	10	88		310 Min.	00	01	01
	361 Min	00	04	05		311 Min.	00	06	07
	361/1 Min	00	06	58		312 Min.	00	00	25
	362 Min	00	00	25		572 Min.	00	00	25
	364 Min	00	04	81	Dosanjh Kalan H.No. 198	168 Min.	—	—	—
	410 Min	00	09	11		170 Min.	00	08	10
	412 Min	00	07	59		180 Min.	00	01	52
	413 Min	00	09	36		182 Min.	00	01	01
	417 Min	00	06	07		183 Min.	00	09	36
	423 Min	00	04	30		184 Min.	00	04	05
	424 Min	00	02	78		185 Min.	00	00	25
	425 Min	00	02	78		188 Min.	00	00	51
						189 Min.	00	02	53
	426 Min	00	06	32		197 Min.	—	—	—
	427 Min	00	01	01		200 Min.	00	00	25
	428 Min	00	03	54		201 Min.	00	00	25
	540 Min	00	01	26		202 Min.	00	12	90
	574 Min	00	01	26		204 Min.	00	02	53
	596 Min	00	02	28		205 Min.	00	00	51
	597 Min.	00	07	59		211 Min.	00	00	25
	598 Min.	00	00	51		211, 1 Min.	—	—	—
	599 Min.	00	04	55		212 Min.	00	05	82
	600 Min.	00	03	29		213 Min.	00	05	57
	603 Min.	00	01	77		217 Min.	00	11	89
	606 Min.	00	09	11		218 Min.	00	10	82
	607 Min.	00	08	10		219 Min.	00	00	76
	622 Min.	—	—	—		560 Min.	00	04	05
	623 Min.	00	12	65		561 Min.	00	04	81
	624 Min.	00	02	28		562 Min.	00	03	04
	625 Min.	—	—	—		582 Min.	00	11	89
	626 Min.	00	11	13		595 Min.	00	00	51
	630 Min.	00	07	08		597 Min.	00	05	82
	631 Min.	00	05	57		717 Min.	00	03	29
	632 Min.	00	00	51		732 Min.	—	—	—
	634 Min.	00	05	82		733 Min.	00	02	78
Annir H.No. 210	110 Min.	00	09	36		735 Min.	00	02	78
	113 Min.	00	01	01		1182 Min.	00	00	76
	114 Min.	00	12	90		1402 Min.	00	09	61
	115 Min.	00	03	04		1403 Min.	00	05	57
	116 Min.	00	00	76		1405 Min.	00	00	25
	118 Min.	00	00	76		1406 Min.	00	00	51
	123 Min.	00	01	01		1407 Min.	00	00	51
	124 Min.	00	05	57		1408 Min.	00	02	53
	125 Min.	00	03	29		1409 Min.	00	04	55
	134 Min.	00	00	51		1413 Min.	—	—	—
	135 Min.	—	—	—		1435 Min.	—	—	—
	136 Min.	00	15	18		1436 Min.	00	01	26
Lodian H.No. 209	176 Min.	00	01	01		1437 Min.	00	05	06
	177 Min.	00	11	89		1441/1 Min.	00	00	25
	191 Min.	00	01	01					
	192 Min.	00	04	30					
	193 Min.	00	05	06					

1	2	3	4	5
Dasanjha Kalan	1442 Min.	00	10	12
H.N., 198	1452 Min.	00	10	37
—contd.—	1485 Min.	00	00	25
	1486 Min.	00	05	06
	1487 Min.	00	10	12
	1488 Min.	00	10	37
	1495 Min.	00	00	25
	1496 Min.	00	05	06
	1497 Min.	00	02	02
	1552 Min.	00	07	08
	1553 Min.	00	10	63
	1564 Min.	00	03	79
	1566 Min.	00	05	31
	1567 Min.	00	00	51
	1568 Min.	—	—	—
	1569 Min.	00	12	40
	1571 Min.	00	02	78
	1572 Min.	00	01	26
	1810 Min.	00	01	01
	1826 Min.	00	04	05
	1827 Min.	00	08	60
	1830 Min.	00	01	52
	1831 Min.	00	06	58
	1832 Min.	00	01	52
	1833 Min.	00	01	52
	1862 Min.	00	10	12
	1865 Min.	00	—	—
	1872 Min.	00	00	76
	1873 Min.	00	12	14
	1874/1 Min.	00	04	81
	1874/2 Min.	00	10	63
	1875 Min.	00	08	35
	1876 Min.	00	02	02
	2058 Min.	00	00	76
	2063 Min.	00	03	29
	2064 Min.	00	01	01
	2065 Min.	00	03	04
	2067 Min.	00	11	38
	2068 Min.	00	04	55
	2075 Min.	00	00	76
	2076 Min.	00	04	81
	2077 Min.	00	06	58
	2080 Min.	00	09	36
	2081 Min.	00	02	78
Kotli Khakhian	542 Min.	00	01	01
H.N., 199	543 Min.	00	07	08
	544 Min.	00	06	07
	545 Min.	00	01	01
	546 Min.	00	08	10
	549 Min.	00	08	35
	550 Min.	00	06	32
	551 Min.	00	00	25
	554 Min.	00	00	51
	555 Min.	00	00	76
	611 Min.	—	—	—
	612 Min.	00	01	52
	614 Min.	00	11	89
	615 Min.	00	01	26
	616 Min.	00	01	52
	633 Min.	00	04	05
	642 Min.	00	01	52
	643 Min.	00	13	41
	644 Min.	00	00	51
	646 Min.	00	00	25

1	2	3	4	5
Kotli Khakhian	648 Min.	00	13	16
H.N., 199	649 Min.	—	—	—
—contd.—	650 Min.	—	—	—
	656 Min.	00	00	76
	658 Min.	00	04	55
	659 Min.	00	11	13
	709 Min.	00	10	88
	710 Min.	00	03	79
	711 Min.	00	00	25
	819 Min.	00	00	76

[No. 12020/1/82-Prod.]

महं दिहली, 12 अक्टूबर, 1982

कांसां 3678—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना कांसां 952, दिनांक 6 मार्च, 1982 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइपलाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सख्य प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों के उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय डिप्टी मन्टर ऑफ़ रीजन में सभी आवाधों से मुक्त रूप में घोषणा के प्रकाशन की इस सारीय को निहित होगा।

केन्द्रीय/राज्य सरकार द्वारा अर्जित क्षेत्र की सूची से पाइपलाइन बिछाने की है।

तहसील : सुधियाना		जिला : सुधियाना		(पंजाब)		
क्रमांक ग्राम	खसरा नं०	है०	ऐ०	व०मी०	सरकार/विभाग	
1	2	3	4	5	6	7
1. सलेमपुर	8/10 भिन	00	10	63	स्वातंत्र्य	
ह० नं० 33	11/1 भिन	00	04	95	प्रशासन	
	12/1 भिन	00	08	60	(लोकल	
	12/2 भिन	00	07	08	बाड़ी	
	13/2 भिन	00	00	25	शमलात	
	17 भिन	00	01	01	वेदु)	
	18/1 भिन	00	03	04		
	18/2 भिन	00	09	61		
	19 भिन	00	01	77		
	23/3 भिन	00	00	51		
	24 भिन	00	06	33		

1	2	3	4	5	6	7
2	गारगा	3/11 मिन	00	06	58	केन्द्रीय
ह.नं० 35	12 मिन		00	02	28	सरकार
	18 मिन		00	04	30	आनु बाज
	19 मिन		00	12	40	कार्म
	20 मिन		00	00	00	
	23 मिन		00	09	87	
	24 मिन		00	06	32	
	6/4 मिन		00	08	10	पंजाब
	5 मिन		00	08	35	सरकार तन
	6 मिन		00	04	81	विभाग
3	हैदरनगर	2/19 मिन	00	03	79	केन्द्रीय
ह.नं० 34	22 मिन		00	09	61	सरकार
	23 मिन		00	02	02	
	13/2 मिन		00	02	28	
	3 मिन		00	08	85	
	8 मिन		00	10	37	
	13 मिन		00	10	37	
	18 मिन		00	10	37	
	23/2 मिन		00	11	63	
	24 मिन		00	01	31	
	16/3 मिन		00	01	79	
	4 मिन		00	01	55	
	7 मिन		00	03	85	
	14 मिन		00	05	31	
	15 मिन		00	11	13	
	16 मिन		00	03	04	
	17/19 मिन		00	00	31	
	20 मिन		00	13	16	
	21 मिन		00	01	01	
	22 मिन		00	13	91	
	23 मिन		00	01	52	
	24/21 मिन		00	06	83	
	19 मिन		00	08	60	
	20 मिन		00	06	83	
	22 मिन		00	05	55	
	23 मिन		00	11	13	
	25/22 मिन		00	00	25	
	3 मिन		00	13	41	
	4 मिन		00	02	78	
	6 मिन		00	05	06	
	7 मिन		00	11	13	
	13 मिन		00	09	36	
	30/3 मिन		00	03	54	
	41 मिन		00	12	65	
	5 मिन		00	00	00	
	6 मिन		00	13	66	
	7 मिन		00	01	77	
	15 मिन		00	00	76	
	31/10 मिन		00	00	76	
	11 मिन		00	06	07	
	48 मिन		00	00	51	
	46 मिन		00	04	30	पंजाब
	47 मिन		00	00	51	सरकार

New Delhi, the 12th October, 1982

S.O. 3678.—Whereas by a notification of Government of India in the Ministry of Petroleum, Chemicals and Fertilizer (Department of Petroleum) S.O. 952 dated 6-3-1982 under Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, the Government, in exercise of the powers conferred by Sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines.

And further in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

Detail of the Area owned by Central/State Government through which pipe line has to pass—
Tehsil Ludhiana, Distt. Ludhiana.

Sl. No.	Name of Village with H.B.N.	Khasra No.	HR	RA	SR	Govt./Deptt.
1	2	3	4	5	6	7
1.	Salenour	8/10 Min.	00	10	63	Local
H.N. 33		11/1 Min.	00	04	05	Bodies
		12/1 Min.	00	08	60	(Shama-
		12/2 Min.	00	07	08	lat Deh)
		13/2 Min.	00	00	25	
		11/7 Min.	00	01	01	
		18/1 Min.	00	03	04	
		18/2 Min.	00	09	61	
		19 Min.	00	01	77	
		23/3 Min.	00	00	51	
		24 Min.	00	06	32	
2.	Garcha	3/11 Min.	00	06	58	Central
H.N. 35		12 Min.	00	02	28	Govern-
		18 Min.	00	04	30	ment/
		19 Min.	00	12	40	Patat s
		20 Min.	00	00	00	Seed
		23 Min.	00	09	87	Farm
		24 Min.	00	06	32	
		6/4 Min.	00	08	10	Punjab
		5 Min.	00	08	35	Govt./
		6 Min.	00	04	81	Forest
						Dept.
3.	Halder Nagar	2/19 Min.	00	03	79	Central
H.N. 34		22 Min.	00	09	61	Govern-
		23 Min.	00	02	02	ment.
		13/2 Min.	00	02	28	
		3 Min.	00	08	85	
		8 Min.	00	10	37	
		13 Min.	00	10	37	
		18 Min.	00	10	37	
		23/2 Min.	00	10	63	
		24 Min.	00	00	51	
		16/3 Min.	00	03	79	
		4 Min.	00	04	55	

1	2	3	4	5	6	7
Haidar Nagar	7 Min.	00	08	85	Central	
H. No. 34	14 Min.	00	05	31	Govern-	
—Contd.—	15 Min.	00	11	13	ment	
	16 Min.	00	03	04		
	17/19 Min.	00	00	51		
	20 Min.	00	13	16		
	21 Min.	00	01	01		
	22 Min.	00	13	91		
	23 Min.	00	01	52		
	24/11 Min.	00	06	83		
	19 Min.	00	08	60		
	20 Min.	00	06	83		
	22 Min.	00	05	57		
	23 Min.	00	11	13		
	25/2 Min.	00	00	25		
	3 Min.	00	13	41		
	4 Min.	00	02	78		
	6 Min.	00	05	06		
	7 Min.	00	11	13		
	15 Min.	00	09	35		
	30/3 Min.	00	03	54		
	4 Min.	00	12	65		
	5 Min.	00	00	00		
	6 Min.	00	13	66		
	7 Min.	00	01	77		
	15 Min.	00	00	76		
	31/10 Min.	00	00	76		
	11 Min.	00	06	07		
	48 Min.	00	00	51		
	46 Min.	00	04	30	Pb. Govt	
	47 Min.	00	00	51	P.W.	
					Dept.	

[No. 12020/1/82-Prod.]

कांसां 3679.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना कांसां 1781 तारीख 22-4-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त

भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तब और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, बोवणा के प्रकाशन की इस तारीख को विहित होना।

अनुसूची

दक्षिण संघात जी०जी०एस० से उत्तर कड़ी जी०जी०एस०-1

राज्य : गुजरात

जिला व तालुका : मेहसाणा

गाँव	ब्लॉक नं०	हेक्टेयर एक्वाइरई	सेन्टीयर	
1	2	3	4	5
ईजपुरा	कार्टे ट्रेक	0	00	25
	617	0	02	50
	618	0	00	10
	624	0	10	20
	कार्टे ट्रेक	0	00	80
	621	0	02	90
	622	0	04	25
	623	0	13	70
	577	0	00	30
	578	0	08	00
	571	0	04	00
	570	0	05	20
	कार्टे ट्रेक	0	00	15
	645	0	04	30
	कार्टे ट्रेक	0	00	80
	647	0	04	60
	652	0	04	25
	651	0	04	75
	655	0	19	25
	656	0	06	00

[सं० 12016/2/82—प्र०]

S.O. 3679.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 1781 dated 22-4-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of the declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from South Santhal GGS to NK GGS I

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec-tare	ARE	Centiare
Ijpura	Cart Tract	0	00	25
	617	0	02	50
	618	0	00	10
	624	0	10	20
	Cart Track	0	00	60
	621	0	02	90
	622	0	04	25
	623	0	13	70
	577	0	00	30
	578	0	06	00
	571	0	04	00
	570	0	05	20
	Cart Track	0	00	15
	645	0	04	30
	Cart Track	0	00	80
	647	0	04	60
	652	0	04	25
	651	0	04	75
	655	0	19	25
	656	0	06	00

[No. 12016/2/82-Prod.]

नई दिल्ली, 13 अक्टूबर, 1982

का०शा० 3680.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०शा०सं० 1782 तारीख 22-4-82 द्वारा केन्द्रीय सरकार ने उ अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करते के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती

है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्वेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

दक्षिण संथाल जी०जी०एम० से उत्तर कड़ी जी०जी०एम० I

राज्य : गुजरात जिला : ब्रह्मदाबाद तालुका : विरमगाम

गांव	सर्वे नं०	हेक्टेयर	एचार्ई	सेन्टीयर
भटारीया	78	0	05	30
	77/1	0	02	30
	76	0	11	60
काटं ट्रेक		0	00	25
	75/5/A	0	04	45
	74/4	0	00	70
	74/6	0	02	90
	73/2	0	01	85
	72/2	0	00	85
	72/1	0	05	20

[सं० 12016/3/82-प्रोड०]

एल० एम० गोयल, निदेशक

New Delhi, the 13th October, 1982

S.O. 3680.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 1782 dated 22-4-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from South Santhal GGS to NK GGS I
State : Gujarat Dis. rict : Ahmedabad Taluka : Virangam

Village	Survey No.	Hec- tars	Acre	Centi- sare
Bhatariya	78	0	05	30
	77/1	0	02	30
	76	0	11	60
Cart track		0	00	25
74/5/A		0	04	45
74/4		0	00	70
74/6		0	02	90
73/2		0	01	85
72/2		0	00	85
72/1		0	05	20

[No. 12016/3/82-Prod.]

L. M. Goyal, Director.

नागर विमानन मंत्रालय

नई दिल्ली, 14 अक्टूबर, 1982

का० बा० 3681.—वायु निगम अधिनियम, 1953 (1953 का 27) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए तथा इस मंत्रालय की अधिसूचना सं० ए०बी० 18013/2/82-ए०सी० दिनांक 17 जुलाई, 1982 के अनुक्रम में, केन्द्रीय सरकार एतद्वारा श्री जे०आर० डी० टाटा को तत्काल एयर इंडिया के निदेशक मंडल में गैर-सरकारी निदेशक के रूप में नामित करती है।

[सं० ए०बी० 18013/2/82-ए०सी०]

चन्द्रमणि चतुर्वेदी, संयुक्त सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 14th October, 1982

S.O. 3681.—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953) and in continuation of this Ministry's Notification No. AV. 18013/2/82-AC dated the 17th July, 1982, the Central Government hereby nominates with immediate effect Shri J. R. D. Tata as a non-official Director on the Board of Directors of Air India.

[No. AV. 18013/2/82-AC]

C. M. CHATURVEDI, Jt. Secy.

खेल विभाग

नई दिल्ली, 27 अक्टूबर, 1982

का० बा० 3682.—खिलाड़ियों के लिए राष्ट्रीय कल्याण निधि के सम्बन्ध में भारत के राजपत्र (असाधारण) भाग II खण्ड 3 उपखण्ड (ii) में प्रकाशित भारत सरकार, शिक्षा और संस्कृति मंत्रालय (शिक्षा विभाग) के ए०सी० बा० सं० 166 (ई) दिनांक 27 मार्च, 1982 की अधिसूचना से निम्नलिखित संशोधन किए जाएँ।

(i) अधिसूचना में जहाँ कहीं शब्द "शिक्षा और संस्कृति मंत्रालय (शिक्षा विभाग)" आएँ उनके स्थान पर "खेल विभाग" प्रतिस्थापित किया जाए।

(ii) पैरा 3 (क्लॉक 1) में "शिक्षा और संस्कृति राज्य मंत्री" के स्थान पर "आपूर्ति एवं खेल राज्य मंत्री" प्रतिस्थापित किया जाए।

[सं० 13-1/81 डेस्क I-(खेल)]

एस० के० चतुर्वेदी संयुक्त सचिव

DEPARTMENT OF SPORTS

New Delhi, the 27th September, 1982

S.O. 3682.—In the Notification of Government of India, Ministry of Education and Culture (Department of Education) S.O. No. 166(E) dated the 22nd March, 1982 regarding National Welfare Fund for Sportsmen published in the Gazette of India (Extraordinary) Part II Section 3 Sub-Section (ii), the following modifications may be made:—

(i) The words "Ministry of Education and Culture (Department of Education)" wherever they occur in the Notification may be substituted by the words "Department of Sports".

(ii) In para 3 (Serial No. 1) "Minister of State for Education and Culture" may be substituted by "Minister of State for Supply and Sports".

[No. F. 13-1/81-Desk-I (Sports)]

S. K. CHATURVEDI, Jt. Secy.

संसार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 15 अक्टूबर 1982

का० बा० 3683.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने कुरकोरम टेलीफोन केन्द्र में दिनांक 1-11-82 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-9/82-पीएचबी]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 15th October, 1982

S.O. 3683.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st November, 1982 as the date on which the Measured Rate System will be introduced in Curchorem Telephone Exchange, Maharashtra Circle.

[No. 5-9/82-PHB]

नई दिल्ली, 20 अक्टूबर, 1982

का० बा० 3684.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने रान्नी/रान्नी-एडमन/वेचूचिरा टेलीफोन केन्द्र में दिनांक 1-11-1982 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-10/82-पीएचबी]

आर. सी. कटारिया, सहायक महानिदेशक
(पी. एच. ए.)

New Delhi, the 20th October, 1982

S.O. 3684.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951 as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st November, 1982 as the date on which the Measured Rate System will be introduced in RANNI/RANNI-EDAMAN/VECHOOCHIRA telephone Exchanges, Kerala Circle.

[No. 5-10/82-PHB]

R. C. KATARIA, Asstt. Director Genl. (PHB)

श्रम और पुनर्वासि मंत्रालय

(पुनर्वासि विभाग)

नई दिल्ली, 21 सितम्बर 1982

का० आ० 3685.—विस्थापित व्यक्ति (प्रतिष्ठा तथा पुनर्वासि) अधिनियम 1954 (1954 का 41) के धारा 34 के उपखण्ड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पुनर्वासि अधिनियम 1954 के धारा 21 सितम्बर 1982 को मजदूरों के पुनर्वासि के रूप में नियुक्ति के पुनर्वासि विभाग के अध्यक्षों एवं के० कन्वन् का उक्त अधिनियम के धारा 23 और 24 के अन्तर्गत शक्ति और संशोधनों के तहत के० कन्वन् के अन्तर्गत शक्ति अधिनियम के अन्तर्गत शक्ति साधने हैं।

2. इसने दिनांक 6/10 तारीख, 1982 के मजदूरों के० 1(7) विशेष/82-एन० एन०-II (ब) के अधिनियम के अन्तर्गत है।

[संख्या 1(18)/विशेष/82 एन० एन०-II (ब)]

एन० के० एन०, मुंबई बन्दोबस्त अधिकृत

MINISTRY OF LABOUR AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 21st September, 1982

S.O. 3685.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Chief Settlement Commissioner hereby delegates to Shri M. K. Kansal Under Secretary in the Department of Rehabilitation, appointed as Settlement Commissioner vide Notification of even number and date his power, under Sections 23 and 24 of the said Act for the purpose of hearing appeals and revisions under these Sections.

2 This supersedes Notification No. 1(7)/Srl. Cell/82 SS. II(B), dated the 6/10th May, 1982.

[No. 1(18)/Spell Cell/82 SS II(B)]

S. K. BASU, Chief Settlement Commissioner

(श्रम विभाग)

नई दिल्ली, 15 अक्टूबर, 1982

का० आ० 3686.—चुना-पत्थर और डोलोमाइट खान श्रम कल्याण निधि नियम 1973 के नियम 3 के उपनियम (2) के तहत चुना-पत्थर और डोलोमाइट खान श्रम कल्याण निधि अधिनियम 1972 (1972 का 62) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार गुजरात राज्य के लिए मजदूरों के पुनर्वासि समिति गठित करती है : जिसमें निम्न लिखित सदस्य होंगे प्रतीति—

1. श्रम मंत्री गुजरात सरकार अध्यक्ष
2. कल्याण अधिकृत, उप-अध्यक्ष-पदेन
श्रम कल्याण निधि संगठन
अवकाश
3. सहायक आयुक्त (केन्द्रीय) केन्द्रीय सरकार का प्रतिनिधि-पदेन
अहमदाबाद
4. श्री शशिकान्त लक्ष्मी, सदस्य, सदस्य विधान सभा
विधान सभा, सत्य नवीन गुजरात
मन्दिर रोड
पोखन्दर
गुजरात

850 GI/12—4

5. श्री एस एन० एन०, प्रधान, चुना-पत्थर और डोलोमाइट खान
श्री दिग्विजय सीमेंट कम्पनी
लि०, ड० दिग्विजय ग्राम-
बराहमा, जामनगर-361140

6. श्री बी० एन० एन० इन्फोर्मरों प्रतिनिधि
प्रधान, एटा केनरन लि०,
भीमपुर-361315

7. श्री एन० एन० एन० चड्ढा, चुना-पत्थर और डोलोमाइट,
उपप्रधान, इन्डियन नेमनच ट्रेड
यूनिन कांफेड, गुजरात
आर, छाना चणो पास्ट क
निर्मा, पोरबन्दर

8. श्री वासुदेव भाई पांड्या, मंत्री
सेवालय सीमेंट वर्कर्स यूनियन
सेवालय, जिला खेरा

9. कुमारी दाबेन भट्ट महिला प्रतिनिधि
एन० ई० डब्ल्यू ए० द्वारा
टैक्सटाइल लेबर एन० एन० एन०,
गोवो मजदूर सेवालय, भाट,
पन पेटी संख्या 110,
अहमदाबाद

2. चुना-पत्थर और डोलोमाइट खान श्रम कल्याण निधि संगठन
केन्द्रीय प्रशासक सलाहकार समिति के सचिव होंगे।

3. चुना-पत्थर और डोलोमाइट खान श्रम कल्याण निधि नियम,
1973 के नियम 18 के अनुसार केन्द्रीय सरकार उक्त सलाहकार
समिति का मुख्यत्व पद निर्वहण करती है।

[फाइल सं० सू० 23018/17/80 एम-5]

राकुर दास, अवर सचिव

(Department of Labour)

New Delhi, the 15th October, 1982

S.O. 3586.—In exercise of the powers conferred by section 6 of the Limestone and Dolomite Mines Labour Welfare Fund Act 1972 (62 of 1972) read with sub-rule (2) of rule 3 of the Limestone and Dolomite Mines Labour Welfare Fund Rules 1973 the Central Government hereby constitutes an Advisory Committee for the state of Gujarat consisting of the following members namely:—

1. Minister of State for Labour Chairman
2. Welfare Commissioner, Vice-Chairman-ex-officio
Labour, Welfare Fund
Organisation, Bhilwara.
3. Assistant Labour Commissioner (Central), Central Government representative-ex-officio
Ahmedabad
4. Shri Shashikant Lokani, Member of the Legislative Assembly of the State of Gujarat.
Satya Navin Mendhi Road,
Porbandar (Gujarat).
5. Shri M.L. Rathi. Representative of the Limestone and Dolomite Mine Owners.
Shree Digvijay Cement Co.
Ltd., P.O. Digvijaygram,
Via: Jamnagar-361 140

ORDER

New Delhi, the 5th October, 1982

6. Shri B.M. Saha,
Engineering Manager,
Tata Chemicals Limited,
Mithapur-361345
7. Shri Bhaatsinhji C. Chudasamma, Vice-President
Indian National Trade Union Congress,
Gujarat Branch,
Near Chhaya Octroi Post,
Porbandar.
8. Shri Vasudevbbhai Pandya,
Secretary,
Sevalia Cement Workers' Union,
Sevalia, District Khairat.
9. Miss Ilaben Bhatt
SEWA
C/O. Textile Labour Association,
Gaundhi majoor sevalaya,
Bhadra Post Box No. 110,
Ahmedabad.

2. The Welfare Administrator of the Limestone and Dolomite Mines Labour Welfare Fund Organisation, shall be the Secretary of the Advisory Committee.

3. In terms of rule 18 of the Limestone and Dolomite Mines Labour Welfare Fund Rules 1973, the Central Government hereby fixes Patan to be the headquarters of the said Advisory Committee.

[F. No. U-23018/17/80-M.V.]
T.D. SALHOTRA, Under Secy.

आदेश

नई दिल्ली, 5 अक्टूबर, 1982

का०आ० 3687—यतः इससे संबद्ध अनुसूची में वर्णित औद्योगिक विवाद श्री मूल चन्द भारद्वाज, पीठासीन अधिकारी, औद्योगिक अधिकरण, फरीदाबाद के समक्ष लक्षित है;

और यतः किन्हीं तकनीकी कारणों से श्री मूल चन्द भारद्वाज की सेवाओं का उपयोग एक ऐसे विवाद के न्याय निर्णयन के लिए जो कि केन्द्रीय क्षेत्र में आता है नहीं किया जा सकता;

अतः औद्योगिक विवाद अधिनियम 1947 की धारा 33बी की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार अधिन श्री मूल चन्द भारद्वाज पीठासीन अधिकारी, औद्योगिक अधिकरण, फरीदाबाद के पास लक्षित उपर्युक्त विवाद से संबंधित मामले को वापस लेती है और उसको इस निर्देश के साथ, केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई-दिल्ली को स्थानांतरित करती है कि उक्त अधिकरण मामले की सुनवाई करेगा और मामले के अनुसार उसका निष्पादन करेगा।

अनुसूची

"क्या डालमिया दादरी सिमेंट लिमिटेड, चरखी बादरी की सिमेंट फैक्टरी से लगी छद्मता का 18-3-1980 से बंद हो जाना न्यायोचित है? यदि नहीं तो, कामगार किस अनुतोष के हकदार हैं?"

[सं० एल० 29024/1/81-डी 3 बी०]

आर० पी० नरुला, उप-सचिव

S.O. 3687.—Whereas the industrial dispute specified in the Schedule hereto annexed is pending before Shri Mool Chand Bhardwaj, the Presiding Officer, Industrial Tribunal, Faridabad;

And whereas the services of Shri Mool Chand Bhardwaj cannot be utilised for adjudication of a dispute falling in the Central Sphere for technical reasons;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33-B of the Industrial Disputes Act, 1947, the Central Government hereby withdraws the proceedings in relation to the said dispute pending before the said Shri Mool Chand Bhardwaj, Presiding Officer, Industrial Tribunal, Faridabad and transfers the same to the Central Government Industrial Tribunal-cum-Labour Court, New Delhi with the direction that the latter Tribunal shall proceed with the proceedings and dispose of the same according to law.

SCHEDULE

"Whether the closure of the quarries attached to the Cement Factory of Dalmia Dadri Cement Ltd., Charkhi Dadri with effect from 18-3-1980 is justified. If not, to what relief are the workmen entitled?" Dadri with effect from 18-3-1980 is justified. If not, to what relief are the workmen entitled?"

[No. L-29024/1/81-D. III. B]

R. P. NARULA, Dy. Secy.

आदेश

नई दिल्ली, 14 अक्टूबर 1982

का० आ० 3688.—भारत सरकार के श्रम मंत्रालय के अधि-सूचना संख्या का० आ० 1697 तारीख 22 मई, 1965 द्वारा गठित श्रम न्यायालय सं० 1, धनबाद के पीठासीन अधिकारी का पद रिक्त हुआ है।

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में, केन्द्रीय सरकार श्री मनोरंजन प्रसाद को 4-10-1982 से उक्त श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[संख्या एस-11020/3/82/-डी० आई० ए- (i)]

ORDERS

New Delhi, the 14th October, 1982

S.O. 3688.—Whereas a vacancy has accrued in the Office of the Presiding Officer of the Labour Court No. 1 at Dhanbad constituted by notification of the Government of India in the Ministry of Labour No. S.O. 1697 dated the 22nd May, 1965.

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri Manoranjan Prasad, as the Presiding Officer of the said Labour Court with effect from the 4th October, 1982.

[No. S-11020(3)/82-D.I.(A)(i)]

का० आ० 3689 — भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 103 तारीख 11 जनवरी, 1960 द्वारा गठित औद्योगिक अधिकरण सं० 1, धनबाद के पीठासीन अधिकारी का पद रिक्त हुआ है।

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुसरण में, केन्द्रीय सरकार श्री मनोरंजन प्रसाद को 4-10-1982 से उक्त औद्योगिक अधिकरण के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[संख्या एस०-11020(3)/82-डी-1-ए (ii)]

एल० के० नारायणन, अवर सचिव

S.O. 3689.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Industrial Tribunal No. 1 at Dhanbad constituted by the notification of the Government of India in the Ministry of Labour No. S.O. 103 dated the 11th January, 1960;

Now therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri Manoranjan Prasad, as the Presiding Officer of the Industrial Tribunal, with effect from the 4th October, 1982.

[No. S-11020(3)/82-D.I(A)(ii)]

L. K. NARAYANAN, Under Secy.

New Delhi, the 14th October, 1982

S.O. 3690.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers to the management of North Tisra Colliery of Messrs Bharat Coking Coal Limited, Post Office Khas Jeeenagora, District Dhanbad and their workmen, which was received by the Central Government on the 11th October, 1982.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 3, DHANBAD

Reference No. 4/80

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of North Tisra Colliery of M/s. Bharat Coking Coal Ltd., P. O. Khas Jeeenagora, Dist. Dhanbad.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workman—Shri S. Bose, Secretary, R.C.M.S.

INDUSTRY : Coal

STATE : Bihar

Dated, the 4th October, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/153/79-D.III(A) dated 15th January '80.

SCHEDULE

"Keeping in view the functions performed by Shri Mahesh Tiwary, Attendance Clerk of North Tisra

Colliery of M/s. Bharat Coking Coal Ltd., P. O. Khas Jeeenagora, Dist. Dhanbad whether the demand of the workmen that he should be placed in Grade-I (Clerical) is justified? If so, to what relief is the said workmen entitled?"

2. According to the workman he is a permanent employee of the colliery since 1-1-1946 and was initially working as an Attendance Clerk but subsequently he was working as Surface-in-Charge which post he is holding since the time of the take over of the management by the Govt. It is stated that prior to take over he was being paid wages of Clerk Grade II by the private owners but after nationalisation in spite of the fact that he is performing the duties of Clerical Grade I, he is being paid the wages of Clerk Grade II.

3. It is alleged that the concerned workman represented his case before the management and he was also assured rectification of his defective fitment in pay scale but nothing was done. It is alleged that the Colliery Manager in April, 1977 assigned as many as nine additional duties to the concerned workman which he has been performing and he is doing the duties of Surface-in-Charge and not of an Attendance Clerk. It is submitted that the concerned Workman has been denied his proper grade of scale of pay and is suffering serious financial loss. The concerned workman, having failed to receive justice in the hands of the management raised an industrial dispute and after failure of conciliation the present reference was made. It is submitted that the concerned workman should be paid the scale of pay in Clerical Grade I in view of his performance of duty as Surface-in-Charge since the date of take over and his demand is justified.

4. According to the management, however, the concerned workman Sri Mahesh Tiwary was as Attendance Clerk prior to take over and he had been correctly fixed in clerical grade II and his demand to be fixed in clerical grade I is not justified. It is stated that considering the output of the colliery and the miscellaneous surface works connected with and incidental to loading and despatch of coal and coke, one R.P. Singh has been posted as Supervisor to perform all the supervisory jobs and he has been placed in Technical Supervisory Grade 'A' of the Coal Wage Board recommendation. It is submitted that the concerned workman does not supervise or control or direct the manual or clerical workers engaged on surface jobs and so his assertion that he is a Surface-in-Charge has no merit at all. The main function of the concerned workman according to the management is the clerical jobs of maintenance of records and it is stated that the concerned workman is performing the various clerical jobs as a general clerk and that his case for promotion to clerical grade I will be considered when there will be a sanction for such a post on the surface of the colliery. It is further stated that there does not exist any post of Surface-in-Charge under the Wage Board recommendation and the colliery in general do not have any person known as Surface-in-Charge.

5. On the above grounds it is prayed that the Reference be decided in favour of the management.

6. The point for consideration is as to whether keeping in view the function performed by Sri Mahesh Tiwary, Attendance Clerk whether his demand that he should be placed in Grade I (Clerical) is justified. If so, to what relief is the said workman entitled.

7. From the reference itself it will appear that the grade of the concerned workman is to be decided keeping in view the function performed by him. It is admitted by the management that the concerned workman was an attendance clerk prior to take over and he was placed in Clerk Grade II. It is not denied that the concerned workman is under employment of the colliery since 1946 and since then he is getting the pay scale of Clerk Grade II. The management has also asserted that there is no post of Surface-in-Charge under the Coal Wage Agreement and so the claim of the concerned workman to be placed in Grade I is unjustified. This contention of the management is however not tenable. It might be that there is no such post under the Coal Wage Board recommendation known as

Surface-in-Charge but the documents of the management would themselves so that the concerned clerk was designated as Surface-in-Charge. Ext. W-1 is the identity card issued to the concerned workman by the present management. There his designation has been shown as Surface-in-Charge. The date of appointment is 1-1-1946. Ext. W-2 is a letter dated 19th/21st April, 1977 issued by the Superintendent, North Tisia Colliery to the concerned workman. This letter also shows the designation of the concerned workman as Surface-in-Charge. By this letter the concerned workman was directed to supervise the jobs as mentioned in the letter. They are as follows :

1. Loading of TISCO Truck.
2. Local sale of S/Coke if any
3. Supervision of manufacturing soft coke in Quality and quantity.
4. General Supervision of Magazine and maintaining the main records of the same.
5. Accounting and receipt of Timber.
6. Maintenance of records of bricks.
7. Supervision of the work of casuals.
8. Maintenance of all records as required by ACM.
9. All other jobs as advised by ACM Incharge.

It is not denied on behalf of the management that the concerned workman is not performing all the above jobs. From a perusal of the jobs assigned to the workman it will appear that he was to make supervision of several jobs such as supervision of manufacturing of soft coal in quality and quantity, general supervision of magazine and maintenance of main records of the same, supervision of the works of casuals in addition to the other jobs as mentioned in this letter including local sale of soft coal, loading of TISCO Trucks etc.

8. The main duty of attendance clerk, however, is to take attendance only. No attendance register has been filed to show that in fact the concerned clerk was in charge of the attendance. The concerned workman has examined himself as WW-1 and he has stated that he is Surface-in-Charge even till today and that he does not do the work of Attendance Clerk.

9. Ext. W.3 is a letter by the management dated 20-3-1979 to the A.L.C., Dhanbad and from this letter also it will appear that certain other jobs are also performed by the concerned workman though the management has said that these jobs are like that of general Assistant. I do not think a General Assistant can be called upon to perform the jobs of supervisory nature as is mentioned in Ext. W-2. No doubt the management has examined MW-1 an Asstt. Colliery Manager who has stated that the main duty of the concerned workman was prepare the raising report on the basis of report of Munshi and that he was also looking after the job of soft coke manufacturing and looking after the loading of local sale but he has not denied that the jobs assigned to the concerned workman in Ext. W-2 are not performed by him. MW-1 has however stated that one Sri R. P. Singh is working as Loading Supervisor but this Sri R. P. Singh is the son of the Ex-owner of the colliery. It is not denied that the concerned workman is doing many jobs of supervisory nature. Further it will appear that though the concerned workman is in Grade II since 1946 but till today he has not been given promotion. Even according to the cadre scheme of the management the concerned workman should by now have been placed in Grade I, more so in face of several supervisory jobs being performed by him.

10. The learned Advocate of the management has drawn my attention to the Coal Wage Board recommendation Vol II page 54 Appendix VI in which the grading of clerical staff and their nomenclatures have been mentioned and it is submitted that under Grade I only the departmental heads have been mentioned and there is no name of Surface-in-Charge. This Appendix, however, do not indicate that only

heads of department have been given Grade I. Further there may not be any post of Surface-in-Charge under the Coal Wage Board but from the documents of the management it is clear that the concerned workman was designated as Surface-in-Charge and he was asked to perform several supervisory duties. In such circumstances the action of the management in not giving the pay of Grade I clerk to the concerned workman cannot be held to be justified. In my opinion, and on the evidence on record and keeping in view the functions performed by the concerned workman he is entitled to be placed in Grade I Clerical.

11. The next question is as to from which date he should be put in Grade I. Though the concerned workman has stated that he is doing the job of Surface-in-Charge since prior to take over but the claim was made by him in the year 1978 or 1979 that is after a lapse of several years. In such circumstances, I think the ends of justice will be met if the concerned workman is put in Grade I (Clerical) from the date of reference i.e. 15th January, 1980 from which date he will be entitled to get the pay scale and other benefits of Grade I Clerk.

12. The award is given accordingly.

Sd/-

J. N. SINGH, Presiding Officer.
[No. L-20012(153)/79.D.III(A)]

S.O. 3691.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Mugma Area of Messrs Eastern Coalfields Limited, Post Office Mugma, District Dhanbad, and their workmen, which was received by the Central Government on the 11th October 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT NO. 3, DHANBAD

Reference No. 25/80

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Mugma Area of M/s Eastern Coalfields Ltd., P.O. Mugma, Dist. Dhanbad.

AND

Their workmen.

APPEARANCES .

For the Employers—Shri R. S. Murthy, Advocate

For the Workmen—None.

INDUSTRY : Coal,

STATE : Bihar

Dated, the 4th October, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them u/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. I 20012/219/79-D.III.A, dated the 17th April '80.

SCHEDULE

"Whether the demand of the workmen of Mugma Area of M/s Eastern Coalfields Ltd., P.O. Mugma, Dist. Dhanbad that the workmen mentioned in Annexure A should be regularised as permanent employees of the Colliery and that they should be given wages in accordance with the National Coal Wage Agreement with retrospective effect is justified? If no, to what relief are the said workmen entitled?"

ANNEXURE-A

Name	Designation	Qualification	Date of Apptt.	Rate pay per
1. Sri Shree Shankar Pandey	Typist	Matric	7-4-1976	9.63
2. „ Uma Shankar Pandey	Guard	Non-Matric	-do-	7.70
3. „ Ramashankar Pandey	Guard	Matric	20-8-1976	7.70
4. „ Ghanshyam Mishra	Guard	Non-Mat.	17-8-1976	7.70
5. „ Nawal Kishore Singh	Guard	B.A.	7-4-1976	7.70
6. „ Balinder Ojha	Guard	Non-Mat.	21-8-1976	7.70
7. „ N.K.P. Verma	Clerk Acct. Dptt	B.A.	2-5-1976	9.63
8. „ Subhas Ch. Goswami	Work Misty	H.S.S.	3-6-1976	9.63
9. „ Surendra Singh	-do-	Non-Mat.	3-11-1976	9.63
10. „ Ramchandra Mishra	-do-	B.A.	1-12-1976	9.63

2. On 20-9-1982 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workmen.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.
Enc : Settlement.

J. N. SINGH, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3, DHANBAD

In the matter of reference No. 25 of 1980

PARTIES :

Employers in relation to the Management of Mugma Area of Eastern Coalfields Ltd.

AND

Their Workmen

The above mentioned employers and the workmen jointly beg to submit as follows :—

(1) That both the parties have jointly negotiated this matter with a view to coming to a mutually agreed over-all settlement.

(2) That as a result of the said joint negotiations, both the parties have come to over-all agreement for the settlement of this matter on the following terms and conditions :—

Terms & Conditions

(a) Agreed that since one of the 10 workmen concerned in this dispute, namely Sri Surendra Singh, has since expired, the workmen will drop his case and there will be no claim whatsoever in respect of the said Sri Surendra Singh.

(b) Agreed that the remaining nine workmen have already been regularised by the Management with effect from 1-1-1980 as per details mentioned in the chart given below and that they are being paid wages etc. as per NCWA-II as from that date:—

Sl. No.	Name	Since working & designation	Regularised w.e.f 1-1-1980 in the post of
1.	Sri S.S. Pandey	7-4-76 Typist	Stenographer Clerical Gr-I
2.	Sri N.K.P. Verma	3-5-76 Accts. Clerk	Clerks Grade-II
3.	Sri N.K. Singh	7-4-76 Guard	Guard—Monthly Grade-G
4.	Sri Subhas Ch. Goswami	2-6-76 Work Supv.	Work Misty—Monthly Gr-I
5.	Sri R.C. Mishra	1-12-76 -do-	-do- -do-
6.	Sri G.S. Mishra	17-8-76 Guard	Guard-Monthly Grade G
7.	Sri R.S. Pandey	20-8-76 Guard	-do- Grade-G
8.	Sri U.D. Pandey	7-4-76 Guard	-do- Grade-G
9.	Sri B. Balinder Ojha	21-8-76 Guard	-do- Grade-G

(c) Agreed that the nine workmen referred to above are not entitled to any further benefit for the period on and after 1-1-1980 as they are getting from that date the benefits laid down in NCWA-II.

(d) Agreed that the nine workmen referred to above will be paid the difference of wages between what they actually have already been paid and what is admissible to Cat-I workers under NCWA-I for the period between their date of appointment and 31-12-1978 and between what they have already been paid and what is admissible to Cat-I workers under NCWA-II for the period 1-1-1979 to 21-8-1979 irrespective of the job/jobs performed by them.

(e) Agreed that since the nine workmen concerned have been paid wages as per NCWA-II for the period 22-8-1979 & 31-12-1979 according to the jobs performed by them as casual workmen, nothing more will be payable to them for this period.

(f) Agreed that the nine workmen referred to above will be entitled to earned leave wages as per the provisions of the Mines Act and Mines Rules and the rules of Eastern Coalfields Limited applicable to casual employees.

(g) Agreed that the dates of appointment of all the nine workmen concerned shall be reckoned from the date they are actually working as indicated under clause (b) above for the purpose of seniority

in service and also for the purpose of gratuity.

(h) Agreed that the P.W. Case No. 2 of 1980 which has been filed by the Labour Enforcement Officer (Central), Chirkunda before the Bokaro Labour Court and which is pending before that Court, shall be deemed to have been withdrawn and a copy of this compromise petition will be forwarded jointly by the parties to the Regional Labour Commissioner (Central), Dhanbad, the Conciliation Officer A.L.C.(C), Dhanbad and also the Labour Enforcement Officer (C), Chirkunda.

(i) Agreed that copy of this settlement shall also be filed jointly by both the parties before the Labour Court, Bokaro Steel City, praying for disposal of the case pending before him in terms of this settlement.

(3) That since the parties consider that this settlement is fair and reasonable, the same may kindly be accepted and an award may be given in terms thereof.

Both the parties jointly pray accordingly.

Y. R. MANDLOI, Personnel Manager,
Nirsa Area

Eastern Coalfields Limited,
authorised representative

of employers
for & on behalf of employers.
Sd/-

For & on behalf of workmen

- (1) Sri Balmiki Ojha
- (2) Sri Rama Shankar Pandey
- (3) Sri Ram Chandra Mishra
- (4) Sri Ghanshyam Mishra
- (5) Sri Nawal Kishore Singh
- (6) Sri Nawal Kishore Prasad Verma
- (7) Sri Subhas Goswami
- (8) Sri Uma Shankar Pandey
- (9) Sri Sheo Shankar Pandey

Dated : 20th September, 1982.

[No. L-20012/219/79-D.III(A)]

A. V. S. SARMA, Desk Officer.

तई विसली, 16 अक्तूबर, 1982

क्र०सा० 3692.—न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 26 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार जो अधिसूचना देने की प्रस्थापना करती है, उसका निम्नलिखित प्रारूप उन सभी व्यक्तियों की जानकारी के लिए, जिनका उनसे प्रभावित होना संभाव्य है, प्रकाशित किया जाता है और सूचित किया जाता है कि उक्त प्रारूप पर इस अधिसूचना के सरकारी राजपत्र में प्रकाशन की तारीख से दो मास की समाप्ति पर य. उसके पश्चात् विचार किया जाएगा।

उपरोक्त की मास की समाप्ति के पूर्व, उक्त प्रारूप के बारे में, जो की आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी।

अधिसूचना का प्रारूप

न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 26 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निदेश देती है कि सरकारी राजपत्र में इस अधिसूचना की प्रकाशन की तारीख से पांच वर्ष की अवधि के लिए उक्त अधिनियम की धारा 12, 13, 14 और 18 के उपबन्ध उन रेलवे कर्मचारियों को लागू नहीं होंगे, जो केन्द्रीय सरकार द्वारा अनुमोदित समय-मान में हैं और भारतीय रेल अधिनियम, 1890 (1890 का 9) के अध्याय VI-क के उपबन्धों तथा भारतीय रेल प्रतिष्ठान संहिता द्वारा विनियमित होते हैं और रेलवे में किसी अनुसूचित नियोजन में काम कर रहे हैं।

[सं० एत-32014/2/82-उत्पू०सी० (एम० उत्पू०)]

एस०एल० मेहता, अवर सचिव

New Delhi, the 16th October, 1982

S.O. 3692.—The following draft of a notification which the Central Government proposes to make in exercise of the powers conferred by Sub-section (2) of Section 26 of the Minimum Wages Act, 1948 (11 of 1948) is hereby published for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the expiry of two months from the date of publication of this notification in the official Gazette.

Any objections or suggestions which may be received from any person in respect of the said draft, before the expiry of the said period of two months, will be considered by the Central Government.

DRAFT NOTIFICATION

In exercise of the powers conferred by Sub-section (2) of Section 26 of the Minimum Wages Act, 1948 (11 of 1948) the Central Government hereby directs that for a

period of five years from the date of publication of this Notification in the official Gazette, the provisions of Sections 12, 13, 14 and 18 of the said Act shall not apply to railway servants who are on time scales of pay approved by the Central Government and governed by the provisions of Chapter VIA of the Indian Railways Act, 1890 (9 of 1890) and the Indian Railways Establishment Code and who are employed in any scheduled employment in Railways.

[No. S. 32014/2/82-WC(MW)]

M. L. MEHTA, Under Secy.

New Delhi, the 18th October, 1982

S.O. 3693.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of New India Assurance Co. Ltd., Bombay and their workmen, which was received by the Central Government on the 12th October, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 95 of 1980

PARTIES:

The Management of New India Assurance Company Limited, Bombay in relation to their Division Office at Calcutta.

AND

Their Workmen.

PRESENT:

Mr. Justice M. P. Singh, Presiding Officer.

APPEARANCES:

On behalf of Management—Mr. T. N. Mullick, Advocate.

On behalf of Workmen—Mr. Anil Das Choudhury, Advocate.

STATE: West Bengal.

INDUSTRY: Insurance.

AWARD

By its Order No. L-17012(11)/80-D.IV(A) dated 29th November, 1980 the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of New India Assurance Company Limited, Mahatma Gandhi Road, Fort, Bombay in terminating the services of Sri Ashim Kumar Ghosh, Development Inspector, Calcutta Unit, with effect from the 27th March, 1976 is legal and justified? If not, to what relief is the concerned workman entitled?"

2. The management has raised a preliminary objection that Sri Ashim Kumar Ghosh was not a workman and hence there being no industrial dispute this reference is not maintainable. In my opinion the contention is sound.

3. Sri Ghosh was employed as a Development Inspector with function to procure insurance business through Agents. It is well settled that an employee in an industry to be a 'workman' under the definition of workman under Sec. 2(s) of the Industrial Dispute Act must be employed to do work of one of the four jobs, (i) skilled or unskilled manual, (ii) supervisory, (iii) technical, and (iv) clerical. It is also a well settled principle of law that for the purpose of finding out as to in which classification a person would fall, we have to see that is the main or substantial work which that person is employed to do and if it is supervisory work it would be held that the person was employed to do supervisory work even though he may be doing some technical, clerical or manual work; See the case of *Burmah Shell Oil Storage and Distribution Company of India Ltd. and The Burmah Shell Management Staff Association and Others*, 1970 II LLJ 590.

4. Admittedly in the present case Sri Ghosh does not claim to fall in the classification of technical or manual work. In the written statement of the workman in paragraph 6 it is claimed by the workman that the nature of work done by Sri Ghosh was mainly supervisor-cum-clerical, namely, operation of telephone, despatch and receiving letters. Before this Tribunal, however, Counsel appearing for the workman conceded that the main duty of Sri Ghosh was not clerical. The only question, therefore, is whether the principal and main duty of Sri Ghosh was supervisory. The scope of the expression "supervisor" came in for consideration before the Supreme Court several times. In the *Burmah Shell & Oil Storage and Distribution Company of India Ltd., Madras vs. Their employees*, 1954 I LLJ 21, it was held that the employee must occupy a position of command and direction and should be authorised to act without the sanction of the Manager or other superiors. This view was upheld in *Lloyds Bank vs. Pannalal Gupta*, 1961 I LLJ 18 in which the Supreme Court observed, "In considering the later aspect of the problem industrial adjudication generally took the view that the supervisor or officer should occupy a position of command or decision and should be authorised to act in certain matters within the limits of his authority without the sanction of the manager or other supervisors". The same view was taken in *South Indian Bank v. Chacko*, 1964 I LLJ 80 and also in *All India Reserve Bank Employees Association and Another vs. Reserve Bank of India and Another*, 1965 II LLJ 175. In *Government of India and another and C. A. Balakrishnan and another*, 1975 II LLJ 301 it was held by the Supreme Court that essence of the supervisory nature of work is the supervision by one person over the work of others. Supervision contemplates direction and control. Ordinary supervision is not 'supervisory' within the meaning of S. 2(s). If this test as laid down by the Supreme Court decision is to be applied in relation to the Development Inspector, it will be found that the supervision which he will have over the Agents is not supervisory in the manner in which workmen in an industry are supervised by the Supervisors. The management has filed several documents (Annexures A to D to their written statement) in order to show that the main or substantial work of Sri Ghosh as an Inspector was procurement of insurance business through Agents. Sri Ghosh has examined himself as WW-1. He has stated in his evidence in chief, "As an Inspector my main works were (i) to look after the works of the agents and see that they progress in work, (ii) to receive letters regularly and sometimes I used to do the duty of telephone Inspector. I never went to the customers for canvassing for policy." He has further said that he had no power to take any action against the agents. In his cross-examination he has said that there was no agent under him and no agent worked under him. Apply the test laid down by the Supreme Court decision above said, it must be held that the main work of Sri Ghosh was to procure insurance business through agents and this cannot be called supervisory. According to his evidence he did not occupy a position of command and direction and was not authorised to take independent decision. In this view of the matter the fact that Sri Ghosh was getting less than Rs. 500 as his salary is immaterial.

5. Counsel appearing for the management has filed a copy of the decision dated 3rd February, 1978 in the case of *J. P. Mehta & 26 others vs. M/s. New India Assurance Company, Bombay* which was decided by the Presiding Officer, Central Government Labour Court, Bombay-1 in order to show that a Development Inspector of this management was held not to be a workman and that his function was held not to be clerical. The management has also filed a copy of another decision in the case of *S. K. Verma vs. Zonal Manager Life Insurance Corporation of India* decided by the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, New Delhi on 23rd October, 1979. It is not necessary to discuss these two decisions because I have already held on merits that the main or substantial function of Sri Ghosh was not supervisory. It follows that Sri Ghosh must be held not to be a workman.

6. Apropos my decision is that Sri Ashim Kumar Ghosh is not a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, there is, therefore, no industrial

dispute and accordingly this reference is not maintainable. Dated, Calcutta,

The 25th September, 1982.

M. P. SINGH, Presiding Officer
[No. L-17012/11/80-D.IV(A)]

S.O. 3694.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Bombay in the industrial dispute between the employers in relation to Shri Conceicao Pereira, Owner of Launch 'Joseph Anselmo', Goa and their workmen, which was received by the Central Government on the 11th October, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT:

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/29 of 1982

PARTIES:

Employer in relation to Shri Conceicao Pereira, Owner of Launch "Joseph Anselmo".

AND

Their Workmen.

APPEARANCES:

For the Employers—No appearance.

For the workmen—No appearance.

INDUSTRY: Ports and Docks, STATE: Goa, Daman & Diu.

Bombay, the 4th October, 1982

AWARD

By their order No. L-36012(1)/82 D.IV(A) dated 21-5-1982 the Central Government referred the following dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication:—

"Whether the action of Shri Conceicao Pereira, Owner of launch "Joseph Anselmo" in terminating the services of Shri Chudge Krishna Gaonkar, launch crew, is justified? If not, to what relief is the concerned workmen entitled?"

2. On receipt of the reference notices were issued to both the workman Shri Chudge Krishna Gaonkar, whose services were alleged to have been wrongfully terminated and the employer Shri Conceicao Pereira, Owner of launch "Joseph Anselmo". However that repeated notices were issued and though the workman was told that he need not come to Bombay for filing of statement of claim, on receipt of which the matter will be fixed at Goa as requested, the workman never cared to file the statement of claim, as a result which the employer has also not filed his written statement in reply. The net result is that in the absence of the statement of claim supporting the reference, despite repeated chances given, the matter cannot be proceeded with and has to be disposed of.

Award accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer,
Central Govt. Industrial Tribunal No. 2, Bombay.
[No. L-36012/1/82-D. IV (A)]
T. B. SITARAMAN, Desk Officer

New Delh, the 11th October, 1982

S.O. 3695.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the management of Union Bank of India, Bombay and their workmen, which was received by the Central Government on the 29-9-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference Nos. CGIT-2/10, 11, 12 and 28 of 1981

PARTIES :

Employers in relation to the management of Union Bank of India.

AND

Their Workmen.

APPEARANCES :

For the employers—Shri F. D. Damania, Advocate.

For the workmen—Shri M. S. Udeshi, Advocate.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, the 7th September, 1982

AWARD

(Dictated in the Open Court)

All these references though pertaining to different employees involve similar facts regarding the termination of the service, against which termination, disputes have been raised and ultimately referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by orders No. I-12012/221/80-D.II.A dated 30-7-1981, No. L-12012/219/80-D.II.A dated 30-7-1981 No. L-12012/215/80-D.II.A dated 30-7-1981 and No. L-12012/214/80-D.II.A dated 26th October, 1981.

2. The matter was initially contested on behalf of the Respondent namely the Union Bank of India. However now the parties have arrived at settlement whereby all these employees have been reinstated and in fact they joined the duties. I am told, since yesterday and secondly the Union Bank of India was good enough to grant continuity of service without any break and only restriction was that these employees are to get back wages not from the date of termination but from 1-4-1981. On going through the terms of settlement and also on going through the benefits received by the workmen I am convinced that the condition regarding the back wages is also fair and since the terms of settlement are fair, just and proper, the award in terms of settlement in all the references shall be passed.

No order as to costs.

M. A. DESHPANDE, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

Reference CGIT No. 2/10 of 1981

Shri G. S. Nhavi—Workman.

V/a.

Union Bank of India—Employer.

MAY IT PLEASE THIS HONOURABLE TRIBUNAL

The workman and the Employer have arrived at a settlement in respect of the dispute referred to this Honourable Tribunal for adjudication.

The said settlement is fair and proper and is acceptable to both the parties.

The parties, therefore, pray that this Honourable Tribunal be pleased to take the said Settlement on record and be pleased to make an Award in terms thereof and dispute off the Reference accordingly.

Dated this 7th day of September, 1982.

(M. S. Udeshi),

(Shri G. S. Nhavi),

Advocate for Workman.

Workman above named.

(Firoze Darasha Damania),

Advocate for Union Bank of India.

For Union Bank of India

Sd/-

Superintendent.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

Reference C.G.I.T. No. 2/10 of 1981

Shri G. S. Nhavi—Workman.

V/a.

Union Bank of India—Employer.

TERMS OF SETTLEMENT

With a view to resolve the dispute amicably and as a gesture of goodwill Union Bank of India (hereinafter referred to as 'the Bank') agree to reinstate Shri G. S. Nhavi (hereinafter referred to as the 'workman') in the Bank's employment with continuity of service from 10th April, 1974. He will report to the Superintendent, Department of Personnel, Metropolitan Bombay Zone at Central Office, Bombay for allotment of duty on 6th September, 1982.

2. By way of all amounts payable to him for the period from 10th April, 1974 to 5th September, 1982 either by way of wages/leave wages/bonus/ex-gratia payment or other allowance, perquisites and privileges, the Bank agrees to pay the workman and the said workman agrees to receive in full and final settlement thereof the sum of Rs. 13,475.05 being backwages payable from 1st April, 1981 till 5th Sept., 1982 after deducting income tax, if any, and Provident Fund on the said amount of backwages.

3. The workman agrees that the Provident Fund loan outstanding of Rs. 342.00 be deducted from the amount of Rs. 13,475.05 arrived at in Clause 2 above.

4. The workman does hereby give up his claim for backwages from 10th April, 1974 to 31st March, 1981.

5. The employer agrees that although the workman will not be entitled to backwages from 10th April, 1974 to 31st March, 1981 the aforesaid period from 10th April, 1974 till 5th September, 1982 shall be computed to be considered for the purpose of gratuity, seniority, promotion, fitment with the usual annual increments subject to the rules and regulations prevalent in that behalf.

6. As desired by the workman, the employer has paid to the workman at the time of filing the present consent terms, the undermentioned sum payable as arrived at in Clause 3 above, by pay order favouring the workman's advocate on record in the above matter viz Shri M. S. Udeshi, bearing No. 043225 dated 2nd September, 1982 for Rs. 13,133.05 drawn on Bombay Main Office (Naiman Point).

7. Though for the purpose of making payment, the Bank has agreed to pay and the workman has agreed to receive wages from 1st April, 1981 to 5th September, 1982 as aforesaid and though it is further agreed that the workman will report on 6th September, 1982 but for the purpose of deduction of income-tax, if any, and the workman's contribution towards Provident Fund and also for credit of privilege leave, casual leave and sick leave the Bank agree to treat the workman on duty from 1st April 1981 and deductions will be made and leave credited as if the workman was in employment from the said date. It is further clarified that the workman is deemed to have enjoyed and exhausted all leave upto 31st March, 1981.

The parties agree to bear their own cost of the Reference Proceedings.

Dated, at Bombay this 4th day of September, 1982.

(M. S. Udeshi), (Shri G. S. Nhavi),
Advocate for Workman Workman abovenamed.

For Union Bank of India
M. K. Umamaheswaran,
Superintendent

Firoze Darsha Damania,
Advocate for the
Union Bank of India.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT BOMBAY**

Reference CGIT No. 2/11 of 1981

Shri J. S. Waghela—Workman.

V/s.

Union Bank of India—Employer

MAY IT PLEASE THIS HONOURABLE TRIBUNAL

The workman and the Employer have arrived at a settlement in respect of the dispute referred to this Honourable Tribunal for adjudication.

The said settlement is fair and proper and is acceptable to both the parties.

The parties, therefore, pray that this Honourable Tribunal be pleased to take the said Settlement on record and be pleased to make an Award in terms thereof and dispose off the Reference accordingly.

Dated this 7th day of September, 1982

(Shri J. S. Waghela),
Workman abovenamed

(M. S. Udeshi),
Advocate for Workman.

For Union Bank of India,
Superintendent.

(Firoze Darasha Damania),

Advocate for Union Bank of India

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT BOMBAY**

Reference. C.G.I.T. No. 2/1981

Shri J. S. Waghela—Workman

V/s

Union Bank of India—Employer

Terms of Settlement

With a view to resolve the dispute amicably and as a gesture of goodwill Union Bank of India (hereinafter referred to as 'the Bank') agrees to reinstate Shri J. S. Waghela (hereinafter referred to as 'the workman') in the Bank's employment with continuity of service from 5th November, 1976. He will report to the Superintendent, Department of Personnel, M. B. Zone at Central Office, Bombay for allotment of duty on 6th September, 1982.

2. By way of all amounts payable to him for the period from 5th November, 1976 to 5th September, 1982 either by way of wages/leave wages/bonus/ ex-gratia payment or other allowances, prerequisites and privileges, the Bank agrees to pay the workman and the said workman agrees to receive in full and final settlement thereof, the sum of Rs 15671.80 being backwages payable from 1st April, 1981 till 5th September, 1982 after deducting income-tax and provident fund contribution on the said amount of backwages.

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3. The workman agrees that the provident fund amount of Rs. 4408.20 vide cheque No. 159053 dated 25th February, 1977 collected by him be deducted from the amount of Rs 15671.80 arrived at in clause 2 above.

4. The workman does hereby give up his claim for backwages from 5th November, 1976 to 31st March, 1981.

5. The employer agrees that although the workman will not be entitled to backwages from 5th November, 1976 to 31st March, 1981 the aforesaid period from 5th November, 1976 till 5th September, 1982 shall be considered for the purpose of gratuity, seniority, promotion, increment with the usual annual increments subject to the rules and regulations prevalent in that behalf.

6. As desired by the workman, the employer has paid to the workman at the time of filing the present consent terms, the under-mentioned sum payable as arrived at in clause 3 above, by pay order favouring the workman's advocate on record, in the above matter viz. Shri M. S. Udeshi, bearing No. 043226 dated 2-9-82 for Rs 11263.60 drawn on Bombay Main Office (Natman Point).

7. Though for the purpose of making payment, the Bank has agreed to pay and the workman has agreed to receive wages from April, 1981 to 5th September, 1982 as aforesaid and though it is further agreed that the workman will report on 5th September, 1982 but for the purpose of deduction of income-tax if any, and the workman's contribution toward's provident fund and also for credit of privilege leave, casual leave and sick leave, the Bank agrees to treat the workman on duty from 1st April, 1981 and deductions will be made and leave credited as if the workman was in employment from the said date. It is further clarified that the workman is deemed to have enjoyed and exhausted all leave upto 31st March, 1981.

8. The parties agree to bear their own cost of Reference Proceedings.

Dated, at Bombay this 4th day of September, 1982.

M. S. Udeshi,
Advocate for Workman

Shri J. S. Waghela,
(Workman abovenamed)

For Union Bank of India,
M. K. UMAMAHESHWARAN,
Superintendent.

Firoze Darsha Damania,
Advocate for the Union Bank of India

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT BOMBAY**

Reference CGIT No. 2/12 of 1981

Shri S. D. Vichare—Workman.

V/s.

Union Bank of India—Employer.

MAY IT PLEASE THIS HONOURABLE TRIBUNAL

The workman and the Employer have arrived at a settlement in respect of the dispute referred to this Hon'ble Tribunal for adjudication.

The said settlement is fair and proper and is acceptable to both the parties.

The parties, therefore, pray that this Hon'ble Tribunal be pleased to take the said Settlement on record and be pleased to make an award in terms thereof and dispose off the Reference accordingly.

Dated this 7th day of September, 1982.

(M. S. Udeshi),
Advocate for Workman.
(Firoze Darasha Damania),
Advocate for Union Bank of India.

(Shri S. D. Vichare),
workman abovenamed.
For Union Bank of India
Sd/-
Superintendent.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT BOMBAY

(Reference : C.G.I.T. No. 2/12 of 1981)

Shri S. D. Vichare.—Workman.

Vs.

Union Bank of India.—Employer.

(TERMS OF SETTLEMENT)

With a view to resolve the dispute amicably and as a gesture of goodwill Union Bank of India (hereinafter referred to as 'the Bank') agrees to reinstate Shri S. D. Vichare (hereinafter referred to as the workman) in the Bank's employment with continuity of service from 8th November, 1976. He will report to the Superintendent, Department of Personnel, Metropolitan Bombay Zone, Central Office, Bombay for allotment of duty on 6th September, 1982.

2. By way of all amounts payable to him for the period from 8th November, 1976 to 5th September, 1982 either by way of wages/leave wages/bonus/ex-gratia payment or other allowances, perquisites and privileges, the Bank agrees to pay the workman and the said workman agrees to receive in full and final settlement, the sum of Rs. 13,039.90 being backwages payable from 1st April, 1981 till 5th September, 1982 after deducting income-tax, if any, and Provident Fund Contribution on the said amount of backwages.

3. The workman agrees that the Provident Fund amount of Rs. 848.03 vide Cheque No. 159017 dated 10th January, 1977 collected by him be deducted from the amount of Rs. 13,039.90 arrived at in Clause 2 above.

4. The workman does hereby give up his claim for backwages from 8th November, 1976 to 31st March, 1981.

5. The employer agrees that although the workman will not be entitled to backwages from 8th November, 1976 to 31st March, 1981 the aforesaid period from 8th November, 1976 till 5th September, 1982 shall be computed to be considered for the purpose of gratuity, seniority, promotion, fitment with the usual annual increments subject to the rules and regulations prevalent in that behalf.

6. As desired by the workman, the employer has paid to the workman at the time of filing the present consent terms, the undermentioned sum payable as arrived at in Clause 3 above, by Pay Order favouring the workman's advocate on record in the above matter viz. Shri M. S. Udeshi, bearing No. 043224 dated 2-9-82 for Rs. 12,191.87 drawn on Bombay Main Office (Nariman Point).

7. Though for the purpose of making payment, the Bank has agreed to pay and the workman has agreed to receive wages from 1st April, 1981 to 5th September, 1982 as aforesaid and though it is further agreed that the workman will report on 6th September, 1982 but for the purpose of deduction of income-tax, if any, and the workman's contribution towards Provident Fund and also for credit of privilege leave, casual leave and sick leave, the Bank agrees to treat the workman on duty from 1st April 1981 and deductions will be made and leave credited as if the workman was in employment from the said date. It is further clarified that the workman is deemed to have enjoyed and exhausted all leave upto 31st March, 1981.

The parties agree to bear their own cost of the Reference Proceedings

Dated at Bombay, the 4th day of September, 1982

M. S. Udeshi	S. D. Vichare
Advocate for workman.	(Workman above named)
Firoz Darasha Damañia	For Union Bank of India
Advocate for the Union Bank of India.	Superintendent.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT BOMBAY

(Reference : C.G.I.T. No. 2/28 of 1981)

Shri S. K. Kunder.—Workman.

V/s.

Union Bank of India.—Employer.

MAY IT PLEASE THIS HONOURABLE TRIBUNAL

The workman and the Employer have arrived at a settlement in respect of the dispute referred to this Honourable Tribunal for adjudication.

The said settlement is fair and proper and is acceptable to both the parties.

The parties, therefore, pray that this Honourable Tribunal be pleased to take the said Settlement on record and be pleased to make an Award in terms thereof and dispose off the Reference accordingly.

Dated this 7th day of September, 1982

M. S. Udeshi
Advocate for Workman.
Firoze Darasha Damania
Advocate for Union Bank of India.

Shri S. K. Kunder
Workman above named
For Union Bank of India
Sd/- Illegible
Superintendent

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT BOMBAY

Reference CGIT No. 2/28 of 1981

Shri S. K. Kunder ... Workman

V/s.

Union Bank of India ... Employer

TERMS OF SETTLEMENT

With a view to resolve the dispute amicably and as a gesture of goodwill Union Bank of India (hereinafter referred to as 'the Bank') agrees to reinstate Shri S. K. Kunder (hereinafter referred to as 'the workman') in the Bank's employment with continuity of service from 27th November, 1976. He will report to the Superintendent, Department of Personnel, M. B. Zone at Central Office, Bombay for allotment of duty on 6th September, 1982.

2. By way of all amounts payable to him for the period from 27th November, 1976 to 5th September, 1982 either by way of wages/leave wages/bonus/ex-gratia payment or other allowances, perquisites and privileges, the Bank agrees to pay the workman and the said workman agrees to receive in full and final settlement, the sum of Rs. 15,716.90 being back wages payable from 1st April, 1981 till 5th September, 1982 after deducting income tax, if any and provident fund on the said amount of backwages.

3. The workman agrees that the provident fund amount of Rs. 3907.25 vide cheque No. 150004 dated the 27th December, 1976 collected by him be deducted from the amount of Rs. 15,716.90 arrived at in clause 2 above.

4. The workman does hereby give up claim for back wages from 27th November, 1976 to 31st March, 1981.

5. The employer agrees that although the workman will not be entitled to back wages from 27th November, 1976 to 31st March, 1981 the aforesaid period from 27th November, 1976 till 5th September, 1982 shall be computed to be considered for the purpose of gratuity, seniority, promotion fitment with the usual annual increments subject to the rules and regulations prevalent in the behalf.

6. As desired by the workman, the employer has paid to the workman at the time of filing the present consent terms, the undermentioned sum payable as arrived at in clause 3

above, by pay order favouring the workman's advocate on record in the above matter viz. Shri M. S. Udeshi, bearing No. 043223 dated 2nd August, 1982 for Rs. 11809.65 drawn on Bombay Main Office (Nariman Point).

7. Though the purpose of making payment, the Bank has agreed to pay and the workman has agreed to receive wages from April, 1981 to 5th September, 1982 as aforesaid and though it is further agreed that the workman will report on 6th September, 1982 for the purpose of credit of privilege leave, casual leave and sick leave, the Bank agrees to treat the workman on duty from 1st April, 1981 and deductions will be made and leave credited as if the workman was in employment from the said date. It is further clarified that the workman is deemed to have enjoyed and exhausted all leave upto 31st March, 1981.

The parties agree to bear their own cost of the Reference Proceedings.

Dated at Bombay this 4th day of September, 1982.

(M. S. UDESHI)
Advocate for Workman
(FIROZE DARASHA DAMANILA)
Advocate for the Union Bank of India.

SHRI S. L. KUNDER
(Workman abovenamed)

[No. L-12012(215)/80-D.II(A)]

New Delhi, the 12th October, 1982

S.O. 3696.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the management of Bank of Maharashtra Pune, and their workman, which was received by the Central Government on the 5-10-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY CAMP : PUNE

PRESENT :

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/14 of 1982

PARTIES :

Employers in relation to the Management of Bank of Maharashtra.

AND

Their Workmen

APPEARANCES :

For the Employers—Shri D. J. Bhanage, Bank Officer.

For the workmen—Shri R. D. Jog, President, Bank Karmachari Sangh, Pune.

INDUSTRY : Banking

STATE : Maharashtra

Pune, dated the 17th September, 1982

AWARD

(Dictated in the open Court)

By this dispute between the Bank and the employees and by order No. L-12012(129)/31-D.II(A) dated 19-2-1982 under Section 10(1)(d) of the Industrial Disputes Act, 1947 the schedule referred for adjudication is as follows :—

“Whether the action of the management of the Bank of Maharashtra, Pune, in removing Shri S. D. Wagh from the post of telex Operator with effect from 12-9-80 to accommodate Shri Y. R. Kolhatkar in

the post, is justified ? If not, to what relief is Shri Wagh entitled ?”

2. Since all the facts are almost admitted and there is no fact which is in dispute, I shall be referring to the various events in chronological order so as to throw light on the real point in controversy. So far as the Bank of Maharashtra is concerned there are two Bank offices in Pune namely Divisional Office City Division, and Divisional Office Rural Division. The record speaks that Shri Kolhatkar was appointed as a Clerk in the Divisional Office Rural Division on 19-1-1970 while Shri Wagh was appointed as a clerk in the Divisional Office City Division on 22-1-1971. Nothing turn out on the question of appointment in a particular divisional office. So far as the entry in the Bank services is concerned evidently it was Shri Kolhatkar who joined the Bank service first and then came Shri Wagh. Subsequently on 1-3-1976 a Zonal office was created to which office Shri Wagh was transferred on the same day on the creation of the office i.e. on 1-3-1976 as a clerk. Shri Kolhatkar however, joined the Zonal office on 3-5-1976. These two dates would be material because while inter-se seniority so far as the Zonal office was concerned there are some guidelines prescribed on the strength of which we shall have to determine whether in the Zonal office it was Shri Wagh or it was Shri Kolhatkar who could claim seniority amongst the two. The fact is admitted that these transfers to Zonal office from the Divisional Office, City Division as well as the Divisional Office, Rural Divisional Office, Rural Division respectively were not on their own request but purely on administrative ground.

3. In the month of May, 1978, test for the post of typist was held from amongst the members of clerical staff in the Zonal office when it is alleged that Shri Wagh was found to be having typing speed of 49 words per minute and Shri Kolhatkar's speed in typing was 39 words per minute. Since there was only one post of typist, on 15-5-1978 Shri Wagh was posted as a typist in the Zonal office in the regular scale with special pay of Rs. 19 plus Dearness Allowance on Rs. 19. In other words on 15-5-1978 Shri Wagh started getting something more than a Clerk. Since there was only one post of typist that too held by Shri Wagh he was getting something more than Shri Kolhatkar was carrying home at the end of every month.

4. Subsequently in the month of August, 1979 test was held for the post of Telex Operator. Any member of clerical staff was eligible to appear for the test but he must be attached to the Zonal office. It was therefore not restricted to typists but was open to the entire clerical cadre of the Zonal office. Now the post of Telex Operator carries with it normal scale of Clerical cadre plus Rs. 25 as Special Allowance and Dearness Allowance on the said amount which subsequently has been consolidated at Rs. 78. In other words now a Telex Operator is getting his normal clerical scale plus consolidated special allowance of Rs. 78.

5. It is an admitted fact that in the past Shri Wagh as well as Shri Kolhatkar were declared successful. However Shri Wagh was found to be more proficient as his speed was 78 words per minute and that of Shri Kolhatkar was 40 words per minute. Naturally Shri Wagh was found to be more proficient and he could secure the post and accordingly he was appointed as a Telex Operator carrying the special allowance for the post on 20-8-1979, in which post he worked upto 11-9-1980.

6. All of a sudden by notice stated to be notice under Section 9A of the Industrial Disputes Act dated 20-8-1980 and also by an office order of even date, placing reliance on circular dated 5-8-1974 Shri Wagh was told that his appointment was irregularly made and that it was Shri Kolhatkar who was really entitled to be appointed as Telex Operator and therefore from 11-9-1980 which was the date Shri Wagh was asked to hand over charge of Telex Operator to Shri Kolhatkar, is adorning that post.

7. I was given to understand that the majority Union was dissatisfied with the appointment of Shri Wagh and therefore had made representation which it seems weighed, with the Bank and therefore Shri Wagh one fine morning was deprived of his special allowance.

8. On the strength of these facts and pleadings the following issues arise for determination and the findings on these issues depended upon the question as to who was the senior

amongst the two who was eligible or better qualified to be appointed as Telex Operator.—

Issues	Findings
1. Whether the present dispute is not tenable because it is not an industrial dispute but an individual dispute as contended by the Bank ?	Tenable
2. Whether the seniority in joining the Bank affords the test or whether the seniority at the branch or regional level would be criteria for determining the rights of the parties ?	Joining a particular Branch
3. Whether the selection of Telex Operator is depending upon the seniority alone or it also is depending upon the passing the test ?	On passing of the test
4. If passing of the test is the criteria, whether the Union establishes that Shri Wagh secured more number of marks than Shri Kolhatkar at the time of test ?	Yes
5. Whether Shri Wagh is senior or Shri Kolhatkar according to the prevailing agreement, regulations etc.?	Shri Wagh
6. Whether service of notice under Section 9A of the I.D. Act enables the Bank to take away the special allowance which was being paid as Telex Operator to Shri Wagh ?	No
7. Whether the action of Bank in removing Shri Wagh from the post of Telex Operator was justified?	No
8. If not, whether he is entitled to any relief ?	Yes is awarded.
9. If the terms of employment read with various circular would recognize the seniority of Shri Wagh and further by conduct it was given to understand that the result of the test would govern the passing, then all of a sudden there cannot be any departure therefrom. The Bank would be bound by its own circular and the conduct which might have created an impression in the mind of the employee.	

10. As the facts stand the solution of the dispute depends upon the interpretation of the Circular dated 5-8-1974 which is at serial number 10 produced by the Union. Paragraph 1 of the said circular reads as follows :—

- "1. Normally, all allowance posts go by seniority unless there is something adverse against (such as moral turpitude of misconduct of any sort for which action is taken and punishment awarded) or wrong with (that is, inherent inefficiency or physical disability) the person concerned, or he is unwilling to take the post. For this purpose, seniority to be considered is seniority at the branch/divisional office/central office and any allowance post pertaining to a cadre is to be allotted to the senior most person in that cadre, unless, as stated above there is something adverse against/wrong with such person or he is unwilling to take the post. Seniority at the branch/Divisional Office/Central Office is to be decided on the basis of the date of joining at the branch/Divisional Office/Central Office, subject to the following qualifications."

There are subsequent paragraphs which speak of transfer on request etc; but since in the present case admittedly the transfer of Shri Wagh and Kolhatkar were on administrative ground, not the subsequent paragraphs but paragraph number 1 which would govern the entire case. The very opening word of the paragraph 1 "Normally" indicates that unless

there was any exception created by the paragraphs following the normal rule would be that the seniority would be depended upon the seniority in the Branch, Divisional Office or Central Office. It is concluded by both the parties that Zonal Office shall be considered as Central Office and if this rule is applied there should not be any type of exception created. It is Shri Wagh who was transferred to the Zonal Office on 1-3-1976 who shall be deemed to be senior to Shri Kolhatkar who was transferred to Zonal Office on 3-5-1976. It is the circular of the Bank itself which has laid down the said rule and as already indicated the seniority of Shri Wagh in the Zonal Office would be beyond any dispute.

11. In the letter of 20-8-1980 Shri Wagh was told that since the circular dated 5-8-1974 did not cover the cases of administrative transfer and in pursuance of the policy decision in respect of assignment of allowance carrying post in the event of two contestants administratively transferred at the same branch he cannot continue to perform the work as a Telex Operator. I have already referred to paragraph 1 of the Bank's circular in extenso requiring no second reference. A plain reading of the circular which is Bank's circular itself nowhere supports the interpretation of the Bank that this circular is not to govern the seniority of the clerks transferred on administrative ground. On the contrary the rules of seniority laid down speak that those who step in to a particular office first shall be senior to other incumbents who joined the office subsequently. Therefore though there is a reference to the policy decision it is not to be the policy decision of the Bank but it is the circular which itself tells to govern the merits of the case and viewed accordingly it is found that Shri Wagh and not Shri Kolhatkar so far as the Zonal Office is a concerned who can be treated as senior.

12. The post of Telex Operator, open to all clerks not merely depended on the question of seniority but by calling for application for the test, the Bank represented to the employees that those who would pass the test would become eligible to be appointed as Telex Operator and further it implicitly suggested, since the test was laid down, that who amongst the candidates would be more proficient would get the said post which as already indicated carries with it special allowance which allowance being in terms of pay confers the right of priority. After creating such impression, the test was held and a particular person with more proficiency was appointed. Here again the Bank would not be allowed to depart from the rules implicitly laid down and deprive a person of the benefits going with the post. However, it is not the proficiency alone which has allowed Shri Wagh to get the post but even if the rule of seniority is applied even then it is Shri Wagh who must get the Post of Telex Operator and not Shri Kolhatkar.

13. The circular itself says that if a particular person is found not fit for the post then alone he should be deprived of the said post. By depriving the post of Telex Operator, an impression is likely to be created though the order does not speak as such that because of inefficiency and incompetency he lost the said post.

The Bank has tried to induct Section 9A of the Industrial Disputes Act, 1947 in support of the change contemplated. Section 9A of the Act never would be attracted. The said section would be applicable when any change is to be effected in the terms of employment and not for any change to be effected in the mode of determination of seniority, as stated in the circular. By resorting to Section 9A the Bank would not be allowed all of a sudden to make changes in the case of one person to post somebody else and deprive a person of the legitimate right which the Bank can never be allowed. The clerk therefore must be held to be entitled to continue to hold that post even from 11-9-1980. If the Bank is not a position to give him that post because the post is already held by somebody else, the only reliefs which Shri Wagh would be entitled to is to get the allowance which otherwise he would have been entitled to as a Telex Operator whether he worked in that post or not. It was not his

fault but it was a consequence of the action of the management. Hence my findings on the issues are :—

- (i) Initially there was an attempt on the part of the Bank to attack the dispute as individual dispute but since the dispute has been espoused by the Union registered having significant following, which fact is not disputed, the individual dispute is converted into an industrial dispute. Hence the reference is tenable and legal. Finding on Point No. 1 is accordingly.
- (ii) Issue No. 2.—It is the seniority in joining the particular branch in the present case the Zonal Office would be the criterion of seniority-inter-se between various individuals.
- (iii) Point No. 3.—As the facts indicated that it was not the seniority alone which was the basis for selection of Telex Operator but it was also depended on passing of the test and therefore depended upon the proficiency displayed by a particular candidate.
- (iv) Issue No. 4.—It is an admitted fact that in the test held for the post of Telex Operator it was Shri Wagh who succeeded in the test. My finding on issue No. 4 is accordingly.
- (v) If the relevant circular of 1974 is the criteria, it is Shri Wagh who is senior in the Zonal Office. Finding on issue v is accordingly made.
- (vi) As I have already indicated by resorting to Section 9A of the Industrial Disputes Act the Bank could not have deprived Shri Wagh of the post of Telex Operator. It was not because any change is brought in but an exception has been created in the case of Shri Wagh. The Bank is not entitled to give notice under Section 9A to take away the special allowance of Telex Operator. My finding on issue vi is accordingly made.
- (vii) In the light of the above discussions the action of the Bank in removing Shri Wagh from the post of Telex Operator cannot be said to be justified. The Bank therefore, shall re-post Shri Wagh as a Telex Operator or for one reason or other the Bank is not in a position to do so, right from 11-9-1980 the Bank shall continue to pay the special allowance paid to that post at the rate declared till the time he is legally transferred from the said office.

15. Payment of special allowance from 11-9-1980 is not dependent upon the re-posting of Shri Wagh as Telex Operator. Whether he is reposted or not Shri Wagh shall continue to draw the special allowance. On reposting he shall have to work in the post of Telex Operator to convert the said post.

Award is made accordingly.

No order as to costs.

M. A. DESHPANDE, Presiding Officer,

Central Govt. Industrial

Tribunal No. 2, Bombay.

[No. L-12012(129)81-D. II(A)]

S.O. —In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Madras in the industrial dispute between the employees in relation to the management of State Bank of India, Madras and their workman, which was received by the Central Government on the 5-10-82.

BEFORE THIRU T. SUDARSANAM DANIEL, B.A., B.L.
Presiding Officer,

Industrial Tribunal, Tamil Nadu, Madras

(Constituted by the Government of India)

Wednesday, the 29th day of September, 1982

Industrial Dispute No. 43 of 1974

[In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of State Bank of India, Madras.]

BETWEEN

Thiru P. Muthukrishnan, No. 4, Seshachala Mudaly
Street, Saidapet, Madras-15.

AND

The Secretary and Treasurer, State Bank of India, Local
Head Office, First Line Beach, Madras.

REFERENCE :

Order No. L-12012/156/73-LR.III, dated 15th November, 1974 of the Ministry of Labour, Government of India, New Delhi.

This dispute after having been remanded by the High Court in W.A. Nos. 524 of 1979 and 680 of 1979, coming on for final hearing on Monday, the 27th day of September, 1982 upon perusing the reference, claim and counter statement and all other material papers on record and upon hearing the arguments of Thiru A. Ramachandran for Thiruvallargal Row and Reddy, Advocates appearing for the worker and of Thiru Sanjay Mohan for King and Partridge, Advocates appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

This is an Industrial Dispute between the workman and Management of State Bank of India, Madras referred to me under Section 7A of the Industrial Disputes Act, 1947 for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in Order No. L-12012/156/73-LR.III, dated 15-11-1974 of the Ministry of Labour, in respect of the following schedule :

‘Whether the action of the management of the State Bank of India, Madras in discharging Shri P. Muthukrishnan from the services of the bank with effect from the 14th April, 1969 is justified? If not, to what relief is the employee entitled?’

(2) Facts leading upto the present dispute are as follows : The Management is the State Bank of India, Madras represented by the Secretary and Treasurer, State Bank of India, Local Head Office, First Line Beach, Madras. The reference made by the Government of India, Ministry of Labour relates to the action of the Management-Bank in discharging Thiru P. Muthukrishnan from the services of the Bank with effect from 14-4-1969. Thiru P. Muthukrishnan was appointed as Official-in-charge at Nungambakkam Pay Office of the Management-Bank, viz., State Bank of India on 1-10-1966. On 23-8-1967, a show cause notice was issued to him containing four instances of misconduct (Ex. M-1), to which he had submitted his explanation on 8-9-1967, (Ex. M-2). Apparently the Management-Bank was not satisfied with the explanation offered and therefore four charges were framed against the workman Thiru P. Muthukrishnan on 27-9-1967 (Ex. M-3). These had been extrated even in the judgement of the Division Bench of our High Court dated 16-7-1982. It runs as follows :

‘The first charge related to purchasing of cheques for large amounts from one V. J. Bhaskar Rao by the delinquent in his personal capacity while acting as the official in-charge of the Nungambakkam Pay Office. There were twenty such purchases during

the years 1966 and 1967, and they were acts of gross misconduct falling under Paragraph 521(4)(j) and (l) of the Sastri Award read in conjunction with paragraph 18.28 of the Desai Award. The Second charge was that Muthukrishnan, in collusion and conspiracy with V. J. Baskar Rao, permitted and enabled Baskar Rao unauthorisedly to encash cheques drawn by him on his account with the Madras local head-office without sufficient balance in his account to recover the drawings at the time of such encashments, and in pursuance of the said conspiracy, he deliberately delayed despatch of such cheques with remittance schedules for periods ranging from two to six days with a view to afford time to V. J. Baskar Rao to replenish his account with sufficient fund to meet the cheques later when received at the local head office. The third charge related to the encashment of a cheque for Rs. 200 on 9-2-1967 drawn by another on his personal account. The fourth charge was that he encashed on his personal account eight cheques for a total sum of Rs. 6000 drawn by one C. P. Radhakrishnan and delayed despatch thereof for periods extending from two to four days with intention to afford unauthorised personal favour to the said Radhakrishnan and thus caused wrongful loss to the Bank.

An enquiry was held and eventually the workman was discharged from service by order dated 14.4.1969 holding that he was guilty of charges (1), (2) and (4) and on appeal, it was confirmed. Aggrieved by this order, the workman raised the Industrial Dispute which has resulted in the reference being made by the Government of India Ministry of Labour for adjudication. The reference was taken on the file of this Tribunal as ID No. 43 of 1974 and my learned predecessor Thiru T. Palaniappan who after considering various claims and materials placed rendered an Award on 20.12.1975, whereby the action of the Management of the State Bank of India, Madras in discharging Thiru P. Muthukrishnan was held to be justified. It was also held that the workman is not entitled to any relief and the parties were directed to bear their respective costs.

(3) Aggrieved by the aforesaid Award, the workman Thiru P. Muthukrishnan filed Writ Petition in W.P. No. 2384 of 1976 to quash the Award. W.P. No. 2384 of 1976 was disposed of by the Honourable Mr. Justice Sathiadev on 30th May, 1979. The High Court held that the charges framed against the workman would not come within the ambit of paragraph 521 (4) (j) of the Sastri Award and therefore remanded the matter to this Tribunal for the purpose of finding out as to under which category of "minor misconduct" the acts committed by Thiru P. Muthukrishnan would fall, and on that basis to impose appropriate punishment. Dissatisfied with the order of the High Court in W.P. No. 2384 of 1976, the Management-Bank preferred Writ Appeal in W.A. No. 524 of 1979, while the workman also preferred Writ Appeal No. 680 of 1979 to quash the Award passed by this Tribunal altogether. The Division Bench of our High Court comprising of the Honourable Mr. Justice Gokulakrishnan and the Honourable Mr. Justice Ramana have eventually disposed of these Writ Appeals on 16.7.1982. The Division Bench has held that they do not find any merit in both the Writ Appeals and accordingly both the Writ Appeals were dismissed. But the Division Bench has given the following specific direction to this Tribunal: "The Tribunal is directed to expedite the matter, as speedily as possible, since the show cause notice issued by the Management to the worker Muthukrishnan dates back as 23.8.1967 and the reference of the dispute made by the Government to the Tribunal is 15.11.1974".

(4) In the light of the express direction of the Division Bench, as soon as the order was received by this Tribunal, the worker has also made Miscellaneous Application No. 121 of 1982 dated 31.8.1982 to hear and dispose of the matter at an early date. While the Industrial Dispute was taken up on 4.9.1982 the application filed by the workman, namely Miscellaneous Application No. 121 of 1982 was dismissed as unnecessary in view of the Petition filed by the Management on that day stating that this Tribunal may be pleased to adjourn the above dispute by at least two weeks and render justice. Accordingly that Petition was allowed by this Tribunal and as desired by the Management two weeks time

had been granted by this Tribunal. While so on 18.9.1982, the Management remained absent and there was no representation for the Management while the counsel for workman stated that he is ready and wanted the matter to be taken up. However, in the absence of the Management I pointed out to the learned counsel for the workman to apprise finally the Management so that the matter can be disposed of at least on the adjourned date. Accordingly, the matter stood adjourned to 25.9.1982. On behalf of the workman an affidavit of service of the factum of the hearing on the Management has also been filed on 25.9.1982. On the same day, the Management filed another petition supported by the affidavit to the effect that the hearing must be adjourned by another fortnight. As this application was stoutly resisted by the workman the application in Miscellaneous Application No. 133 of 1982 filed by the Management was dismissed and learned counsel for the workman Thiru A. Karachandran commenced his arguments but in order to complete his arguments as well as to hear the arguments of the Management, the matter was again finally adjourned to 27.9.1982 at 2.30 P.M. as desired. While so after the arguments of workman were concluded, again Management wanted to file another application Miscellaneous Application No. 134 of 1982 supported by an affidavit to adjourn the hearing by another fortnight. As the arguments of workman were concluded the orders on this application were also reserved after hearing the parties. The facts so far set out would speak for themselves. This Tribunal has been specifically asked to dispose of the matter as expeditiously as possible in view of the fact that the show cause notice issued to the workman is dated 23.8.1967 and the reference made by the Government of India is 15.11.1974. In the face of the direction of the Division Bench there is little for me to accede to the request of the Management to grant any further time. It is not as though the Management had not sufficient time to move the Supreme Court. Moreover, even if any Award is passed by this Tribunal after remand and the same will be subject to any orders of the Supreme Court challenging the order of the Division Bench dated 16.7.1982, therefore no prejudice whatsoever is caused to the Management. Admittedly, the workman has been discharged from service by order dated 14.4.1969 and he was earlier placed on suspension even from 27.9.1967—vide Ex. M-27. Therefore it is obvious that the concerned workman is out of job for 15 years. The finding of the Single Judge of the High Court in W.P. No. 2384 of 1976 which has been duly confirmed by the Division Bench of our High Court in W.A. Nos. 524 and 680 of 1979 is that the workman has committed only "minor misconduct," under paragraph 521(7) of the Sastri Award, "an employee found guilty of minor misconduct may (a) be warned or censured; or (b) have an adverse remark entered against him, or (c) have his increment stopped for a period not longer than six months." As a matter of fact even the learned counsel for the Management Thiru Sanjay Mohan fairly concedes that if eventually the order of the Single Judge of the High Court as confirmed by the Division Bench is to prevail the Management cannot discharge the workman from service. Further more, in the affidavit in support of Miscellaneous Application No. 134 of 1982, it is stated that an application has been taken out before the Division Bench which has disposed off W.A. No. 524 of 1979 seeking extension of time granted for disposal of the Industrial Dispute. Significantly, even the copy of the application, said to have been taken out before the Division Bench praying for extension of time has not been placed before this Tribunal for finding out the circumstances under which the said application has in fact been made. Further more, from the Division Bench Order of the High Court, there is no time limit whatsoever has been fixed to dispose of the matter by this Tribunal. The learned Judge only says that regard being had to the facts of the case namely that show cause notice has been issued to the workman even as early as 23.8.1967 (the order of suspension of the workman from 27.9.1967—vide Ex. M-27) had only directed this Tribunal to expedite the matter as speedily as possible. Therefore there is no question of extension of time to be granted by the Division Bench. Therefore there is no merit in Miscellaneous Application No. 134 of 1982 and deserves to be dismissed and is hereby dismissed but without costs. Learned counsel for Management Thiru Sanjay Mohan stated that he is submitting his arguments on merits without prejudice to taking up the order of the Division Bench of Madras High Court in appeal to Supreme Court of India.

(5) Coming to the facts of the case, the only duty cast on this Tribunal as per the order of remand by the decision

of our High Court is to find out under what category of misconduct the charge framed would come and on that basis to impose appropriate punishment. I have earlier extracted from the Division Bench order the charges that have been substantiated against the workman. Therefore it is unnecessary for me to reiterate them. On the facts placed and proved it is perfectly clear that the charges framed against the workman would come only under paragraph 521(6)(c) "neglect of work, negligence in performing duties". Therefore it must be held that the workman concerned is guilty of "minor misconduct" as envisaged under paragraph 521(6)(c) of the Sastry Award read in conjunction with paragraph 18.28 of the Desai Award. At this stage, learned counsel for Management Thiru Sanjay Mohan points out that in as much as now only a "minor misconduct" is levelled against the workman, the Tribunal cannot go into the question, but has to send it back to the disciplinary authority to issue the revised charge sheet and follow the procedure before arriving at the punishment to be imposed on the workman for "minor misconduct". I am unable to accept this position for two reasons. It is well established that when a delinquent is charged with a major offence but eventually on the facts only minor offence is made out, certainly any lawfully constituted forum would have the right to impose that punishment for the "minor misconduct". Probably, there may be some force in the submission of the learned counsel for Management Thiru Sanjay Mohan, if on the facts disclosed a gross misconduct is made out where as the charge sheet mentioned only "minor misconduct" then certainly this Tribunal may not have jurisdiction to go into the question but on the facts before me I have little hesitation to find that this Tribunal have jurisdiction to consider the nature of the offence committed by the workman in the light of the specific order of Single Bench decision of our High Court as confirmed by the Division Bench decision of our High Court. Incidentally I may also point out that at page 26 of the Order of the Single Bench in W. P. No. 2384 of 1976 dated 30-5-1979, the learned Judge has pointed out "Since the charges framed would not come within the ambit of 521(4)(j) and (l), the matter has to be remanded to the Tribunal, which on a consideration of the materials available, and which are now on record, shall find out under what category of 'minor misconduct' the acts committed by the Petitioner would fall and accordingly dispose of the matter." Probably an argument now put forward before me by the learned counsel for Management Thiru Sanjay Mohan was already made before the Single Judge of our High Court as the same can be inferred from the order of the learned Judge "Since the acts committed by him would come under a lesser category of misconduct than what had been already charged, there is no need for the Management-Bank to reopen the proceedings and frame fresh charges and conduct the proceedings and frame fresh charges and conduct the proceedings de novo." Therefore, in the light of the order of the High Court there is little substance in this contention of learned counsel for Management Thiru Sanjay Mohan.

(6) Finally learned counsel for Management Thiru Sanjay Mohan also submitted that Section 11-A of the Industrial Disputes Act, 1947 would not come into play in this case. Section 11-A reads as follows :

"11A. Powers of Labour Courts, Tribunals and National Tribunal to give appropriate relief in case of discharge or dismissal of workmen.—Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified if it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require;

Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as

the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter."

The reference is about the discharge of workman by Management-Bank. Moreover from the order of the Single Judge of the High Court as also the Division Bench, there is absolutely no doubt that right through reference to Section 11-A of the Industrial Disputes Act, 1947 has been adverted to by the workman and also by all the Judges. In particular, I may refer to the Order of the High Court at page (28) the Honourable Mr. Justice Sathiadav has clearly stated "As for applying Section 11(A) of the Industrial Disputes Act, now that it has been held that the charges framed would not come within the scope of paragraph 521(4)(j) and (l) of the Award, the Labour Court (Industrial Tribunal) to take up the matter and to find out under what category the misconduct would come, and on that basis, it may impose appropriate punishment." The Division Bench has also extensively dealt with Section 11-A of the Industrial Disputes Act, 1947. At page 20, this is what they say, "We have already noticed that the Tribunal and the High Court have ample power to being the offence committed by Muthukrishnan under the proper provision of law, even though he had been charged for a serious offence. This power is derived both from Section 11-A of the Industrial Disputes Act and also under the law as it existed prior to the introduction of Section 11-A into the Act." Taking all the facts which constituted misconduct on the part of the workman Thiru P. Muthukrishnan and the finding that he has committed only "minor misconduct" as contemplated under paragraph 521(6)(c) of the Sastry Award read as "neglect of work, negligence in performing duties" I have no hesitation to find that the workman is guilty under paragraph 521(6)(c) of Sastry Award. Paragraph 521(7) of the Sastry Award reads as "An employee found guilty of minor misconduct may : (a) be warned or censured; or (b) have an adverse remark entered against him, or (c) have his increment stopped for a period not longer than six months." On the facts disclosed and in the interest of justice I order his increment stopped for a period of six months under paragraph 521(7)(c) of Sastry Award. It follows that the workman Thiru P. Muthukrishnan must be deemed to be in service from the date of suspension (his evidence from Ex. M-27) on 27-9-1967 with full back wages with attendant benefits if any subject to the penalty imposed by this Tribunal, viz., except his increment being stopped for a period of six months. He must be reinstated forthwith. I also direct the Management to pay cost of Rs. 300 to the workman.

(7) For I conclude, I would like to mention that after the order of remand made by the Single Bench, all the documents exhibited before this Tribunal except Exs. M-1 to M-13 were received back from the High Court, and this Tribunal has been informing the High Court to send the remaining documents, viz., Exs. M-1 to M-13. Meanwhile the Writ Appeals were also filed and when the documents were sent from this Tribunal it was also pointed out that Exs. M-1 to M-13 sent by this Tribunal to the High Court had not been received back by this Tribunal. The High Court in the communication dated 22-7-1980 has also informed this Tribunal that 'Exs. M-1 to M-13 in I.D. No. 43/1974 on your file, submitted for reference in W.P. 2384/76, on the file of the High Court, Madras, are being searched for and the same will be transmitted as soon as they are traced in this Registry.' After the Writ Appeals were disposed of and order of the Division Bench was received by this Tribunal, this Tribunal has also written to the High Court that Exs. M-1 to M-13 are not received back. However, the absence of Exs. M-1 to M-13 does not in any way stand in the way of hearing of the dispute because learned counsel for workman Thiru A. Ramachandran had placed before this Tribunal a typed set of all documents inclusive of Exs. M-1 to M-13 which had been accepted by the Management represented by M/s. King & Partridge, Advocates.

(8) In the result an Award is passed holding that the action of the State Bank of India, Madras in discharging Thiru P. Muthukrishnan from the services of the Bank with effect from 14-4-1969 is unjustified and that in as much as the workman is found guilty of "minor misconduct" under paragraph 521(6)(c) of the Sastry Award and the punishment

imposed for such minor misconduct under paragraph 521(7) (c) stopping his increment for a period of six months, the Management is directed to reinstate him forthwith. The workman Thiru P. Muthukrishnan would be entitled to full back wages with attendant benefits if any from 27-9-1967 subject to the penalty imposed under paragraph 521(7)(c) stopping his increment for a period of six months. I also direct the Management to pay the cost of Rs. 300 to workman.

Dated, this 29th day of September, 1982

PRESIDING OFFICER

T. SUDARSANAM DANIEL, Industrial Tribunal
Sd/-

WITNESS EXAMINED

For both sides (Before and after remand) : Nil.

DOCUMENTS MARKED (Before remand)

For Worker :

- Ex. W-1—Circular No. 7 of 22-1-1951—G-83 giving a clear picture of responsibility of the Agent of a Branch Bank. (copy).
- Ex. W-2/22-7-70—Order of the Bank to Thiru K. P. Ramachandran stopping increment for two days. (copy)
- Ex. W-3—Enquiry Proceedings dated 18-10-1969, explanation dated 18-10-1969 and findings relating to Thiru K. P. Ramachandran.
- Ex. W-4/19-11-75—Staff Circular No. 65 issued by the Bank.

For Management :

- Ex. M-1/23-8-67—Show cause notice issued to Thiru P. Muthukrishnan. (copy)
- Ex. M-2/8-9-67—Explanation of Thiru P. Muthukrishnan to Ex. M-1. (copy)
- Ex. M-3—Charge sheet issued to Thiru P. Muthukrishnan. (copy)
- Ex. M-4/9-11-67—Letter from Thiru P. Muthukrishnan to the Bank submitting that he has not committed any acts of misconduct (copy)
- Ex. M-5—Statement by the prosecution against Thiru P. Muthukrishnan. (copy)
- Ex. M-6—Statement on behalf of the delinquent in defence. (copy)
- Ex. M-7—Enquiry Proceedings. (copy)
- Ex. M-8/27-12-68—Letter from the Bank to Thiru P. Muthukrishnan proposing the punishment of discharge. (copy)
- Ex. M-9/7-3-69—Reply letter from Thiru P. Muthukrishnan to the Disciplinary authority, in reply to Ex. M-8. (copy)
- Ex. M-10/14-4-69—Order of discharge issued to Thiru P. Muthukrishnan. (copy)
- Ex. M-11/28-5-69—Appeal submitted by Thiru P. Muthukrishnan to the Deputy Secretary and Treasurer/Appellate Authority. (copy)
- Ex. M-12/26-8-69—Order on the appeal filed by Thiru P. Muthukrishnan, dismissing the appeal. (copy)
- Ex. M-13/30-1-70—Letter from Thiru P. Muthukrishnan to the Secretary and Treasurer of the Bank on the decision of the Appellate Authority (copy)
- Ex. M-14—Demand Draft purchase register for the period from 28-3-64 to 29-6-66. (Register)
- Ex. M-15—Demand Draft purchase register for the period from 1-7-66 to 17-5-67. (Register)

- Ex. M-16—Letters despatched register for the period from 28-3-64 to 20-9-67. (Register)
- Ex. M-17—Shroff's Cash book for the period from 13-5-66 to 3-12-66. (Register)
- Ex. M-18—Scroll Payment Book for the period from 5-12-66 to 31-7-67. (Register)
- Ex. M-19—Certified statements of accounts (Savings Bank) relating to Thiru V. J. Bhaskar Rao for the period from 23-10-62 to 1-1-68.
- Ex. M-20—Rules of conduct.
- Ex. M-21—Attendance Register for the period from 2-1-67 to 30-6-67. (Register)
- Ex. M-22—Cheques and challans of Thiru V. J. Bhaskar Rao.
- Ex. M-23—Demand Draft purchased debit slips relating to Thiru V. J. Bhaskar Rao.
- Ex. M-24—Demand Draft purchased debit slips relating to Thiru V. J. Bhaskar Rao.
- Ex. M-25—Sub-Office booklet—Accounting procedure and General instructions.
- Ex. M-26—Original of Ex. M-7. (Register)
- Ex. M-27/27-9-67—Suspension order issued to Thiru P. Muthukrishnan. (copy)
- Ex. M-28/9-3-74—Circular letter issued about Thiru V. S. Sampath, Head Clerk, Neyveli Branch. (copy)
- Ex. M-29/12-1-73—Circular letter issued about Thiru K. Vaidyanathan, Messenger at Local Head Office, Madras. (copy)
- Ex. M-30/22-8-67—Circular letter issued about Thiru Valaigal P. Muthukrishnan and V. J. Bhaskar Rao (copy)
- Ex. M-31/22-8-67—Letter sent to the Chief Accountant about Thiruvalargal P. Muthukrishnan and V. J. Bhaskar Rao. (copy)
- Ex. M-32/18-8-67—Letter from the Deputy Secretary & Treasurer of the Bank to the Agent of State Bank of India, Madras-2 asking to call upon Thiru Muthukrishnan to submit his written explanation in respect of irregularities. (copy)
- Ex. M-33/19-9-67—Letter from the Deputy Secretary & Treasurer of the Bank to the Agent of State Bank of India, Madras-2 asking to serve charge-sheet on Thiru P. Muthukrishnan. (copy)

After remand : Nil.

T. SUDARSANAM DANIEL, Presiding Officer
Industrial Tribunal

[No. L-12012/156/73-D. II(A)]

A. K. SAHA MANDAL, Desk Officer

New Delhi, the 12th October, 1982

S.O. 3698.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur in the industrial dispute between the employers in relation to the management of Kutechwar Limestone Mine of Bokaro Steel Limited, and their workers represented through the Choma Mazdoor Congress, Shram Dharm, Kymore, District Jabalpur (M.P.) and their workers which was received by this Ministry on 6th October, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)/24/1981

PARTIES :

Employers in relation to the Kutechwar Limestone Mine of Bokaro Steel Limited

AND

Their workers represented through the Choona Mazdoor Congress, Shram Dham, Kymore, District Jabalpur (M.P.).

APPEARANCES :

For Workmen's Union—Shri J. P. Tiwari.

For Bokaro Steel Plant—Shri Y. S. Tiwari.

For Contractors—Shri Rajendra Menon, Advocate.

INDUSTRY : Limestone DISTRICT : Jabalpur (M.P.)

AWARD

Dated, 25th September, 1982

The Government of India in the Ministry of Labour vide its Notification No. L-29011/12/78-D. III. (B) dated 16th July, 1981 has referred the following dispute to this Tribunal, for adjudication :—

"Whether the rates of wages paid to different categories of workers of Kuteshwar Lime Stone Mine of Bokaro Steel Limited, P.O. Gairtalai need any revision and if so what should be the rates of wages, dearness allowance and Variable Dearness Allowance and fall back wages."

2. After notices of the order of reference were served on the management of the Limestone Mine, hereinafter referred to as the management and the Choona Mazdoor Congress (Workmen's Union) as also on the concerned contractors, statements of demand were filed by the management of the Bokaro Steel Limited and the workmen but no statement was filed on behalf of the contractors. Rejoinder was filed by one of the parties. On the statements and the rejoinder the following issues were framed :—

ISSUES :

1. What are the different categories of workmen working in the Kuteshwar Lime Stone Mine of the Bokaro Steel Ltd.?
2. (a) What are the rates of which the workmen of the mine are being paid their wages, D.A. V.D.A. and fall back wages?
- (b) Whether the rates at which the workmen are paid their wages, D.A., V.D.A. and fall back wages need to be revised. If so, to what extent?
3. To what relief are the parties entitled to?

3. Before the case could reach the stage of evidence it was represented that the dispute has been settled between the parties and time was sought to file the written settlement. Finally on 24th September, 1982 a settlement along with an application was filed. Shri Rajendra Menon, Advocate, for the management of the Bokaro Steel Ltd., as also for the Contractors M/s. Jaiswal Bauxite Mines, M/s. Swastik Mineral Trading Company and M/s. Indian Stone Suppliers & Construction Company and Shri Y. S. Tiwari, Junior Manager (Personnel) of the Bokaro Steel Plant were present and heard on the application of settlement. No one for the workmen was present. It was prayed that the settlement has been duly signed by the management's representative, the Contractors and the workers Union Representative and that the dispute referred to for adjudication to this Tribunal has been settled on the terms and conditions mentioned in the settlement.

4. I have gone through the settlement arrived at between the parties and find that it is fair and reasonable. It settles the dispute between the parties for which reference was made to this Tribunal. Accordingly, as prayed by the parties the following award is given in terms of the settlement :—

1. That the Sizera (Semi-skilled) workers of Contractors (i) M/s. Indian Stone Supply (Construction) Company, (ii) M/s. Singhal Enterprise and (iii) M/s. Power United will be paid on piece rate @ Rs. 10.75

per Cu. M. of the desired size lime stone, for a period of one year. This rate will be applicable from 22nd August, 1982. The minimum wages prescribed by Central Government for Limestone mines will be paid to all other workers.

2. That the management of the above establishments shall pay bonus for the year 1981-82 to all the workmen concerned in lumpsum of Rs. 150 for the period ending June, 1982.
3. The parties to the dispute will have no claim regarding the dispute referred to this Tribunal in future. This settlement will be implemented by 30th September, 1982 as agreed to between the parties.

The settlement along with the application shall form part of this award. In view of the fact that both the parties have settled the dispute mutually there will be no order as to costs.

S. R. VYAS, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/24/1981

Employers in relation to Kuteshwar Limestone Quarry of Bokaro Steel Ltd.

Vs.

Their workmen represented by Choona Mazdoor Congress, Kymore.

The parties beg to submit as under :—

1. That on the basis of a demand raised by the Union, the Central Government by their letter, dated 16th July, 1981 was pleased to make the following reference to this Hon'ble Tribunal :—

"Whether the rates of wages paid to different categories of Workers of Kuteshwar Lime Stone Mine of Bokaro Steel Ltd. P.O. Gairtalai need any revision and if so what should be the rates of wages, Dearness Allowance, Variable Dearness Allowance and fall back wages".

2. During the pendency of the dispute before this Hon'ble Tribunal, issue referred to this Hon'ble Tribunal along with various other demands made by the Union, were the subject matter of repeated discussions with the Union and the employers represented by the contractors. After prolonged discussion, a mutual settlement was arrived at on 21st August, 1982.

3. It is submitted that the settlement arrived at on 21st August, 1982 fully and finally settles the dispute that is pending before this Hon'ble Tribunal.

4. The demand raised in the dispute pending before this Hon'ble Court was settled on the following terms :—

"(1) The Union had demanded to revise the wages of workers of contractors establishment i.e. Establishment of (i) M/s. Indian Stone Supply (Construction) Co. (ii) Ms. Singhal Enterprise and (iii) M/s. Power United. After detailed discussions it was agreed between the parties that sizera (semi-skilled) of these establishments will be paid on piece rate @ Rs. 10.75 per Cu. M. of the desired size lime stone, for a period of one year. This will be applicable from 22nd August, 1982. The minimum wages prescribed by Central Government for Lime Stone mines will be paid to all other workers."

"It was pointed out during the discussion that a case regarding revision of wages, wage-scales etc. of workmen of M/s. I.S.S., M/s. S.E. and M/s. JEM, is pending before the Presiding Officer, Industrial Tribunal-Cum-Labour Court, Jabalpur. It was agreed by the workmen's representatives and Managements of Establishment concerned, who are parties before

the Industrial Tribunal-Cum-Labour Court, Jabalpur, that a copy of this settlement will be filed before the Industrial Tribunal-cum-Labour Court jointly alongwith a compromise petition on which their principal employer will also be requested to sign and same would be filed in the above court with a request to give an award in terms of the settlement. This settlement settles all the outstanding disputes between the managements of above establishments and their workmen and workmen will have no claim regarding the same in future. This settlement will be implemented by 30th September, 1982."

5. The parties have agreed to file a copy of the above settlement dated 21st August, 1982.

6. It is submitted that the settlement arrived at on 21st August, 1982 fully and finally settles the dispute that is pending before this Hon'ble Tribunal.

7. The said settlement is fair and reasonable and is in the interest of justice, industrial peace and welfare of the workers.

8. It is in the interest of justice that the Award be given in accordance with the above settlement.

PRAYER

It is therefore prayed that this Hon'ble Court be pleased to give the award in terms of the settlement settling the dispute.

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF 1. M/S. SINGHAL ENTERPRISES, 2. POWER UNITED, 3. ISS & CO., 4. J.B.M. 5. SMTc 6. SCC. 7. SKM RAISING CONTRACTORS IN KUTESHWAR LIME STONE MINES OF SAIL, BOKARO STEEL PLANT AND THEIR WORKMEN REPRESENTED BY CHOONA MAZDUR CONGRESS, NOW BOKARO STEEL LIME STONE MINING WORKERS UNION ON 21-8-1982 AT KATNI

PRESENT :

Representing Management :

1. Shri Purshotam Agarwal of M/s. S. E.
2. Shri Ramesh. Bhuwalka of M/s. P.U.
3. Shri Samitmal, of M/s. ISS Constn. Co.
4. M/s. Jaiswal Bauxite Mines.
5. Shri D. H. Godha, SMTc
6. Shri Ramesh, S.C.C.
7. Shri Krishna Mehrotra, (SKM).

Representing the workmen,

Sarva Shri

1. R. K. Sharma, President.
2. J. P. Tiwari, Vice President.
3. Vishnu Dutt Dwivedi, Secretary of the Chuna Mazdur Congress, now Bokaro Steel Lime Stone Mining Workers Union.

The above said union had raised some disputes with the managements of above establishments. The issues were discussed on 20th August, 1982 and 21st August, 1982 at Katni in details and following settlements were arrived at:

- (1) The union had demanded to revise the wages of workmen of contractors establishments i.e., estab-

lishments of 1. M/s. ISS, 2. M/s. S.N., 3. M/s. P.U. After detailed discussions, it was agreed between the parties that sizeis (semi-skilled) of these establishments will be paid on piece rate, @ Rs. 10.75 per Cu. M. of the desired size lime stone, for a period of one year. This will be applicable from 22nd August, 1982. The minimum wages prescribed by Central Government for Lime Stone mines will be paid to all other workmen.

- (2) The issues relating to Bonus, Retrenchment Compensation, Leave Salary and Provident Fund had been raised by the Union and they were discussed in detail. During the discussion, both the parties stated that bonus till the year 1980-81 has been paid to all the workmen concerned & thus bonus only for the year 1981-82 is to be paid to the workmen. Regarding above issues of Retrenchment Compensation etc., it was stated by both the parties that the workman working with M/s. Swastik Mineral Trading Corporation (SMTc), M/s. Jaiswal Bauxite Mines (JBM) and M/s. Shri Krishna Mehrotra, M/s. SCC who have not been awarded any contract, have been re-employed by the present contractors i.e.,

- (i) M/s. ISS Indian Stones Supplies (Construction) Co
- (ii) M/s. Powers United (PU); and
- (iii) M/s. Singhal Enterprises.

It was also stated by the Union that these workers have not been paid retrenchment compensation by the out-going contractors and so, the present contractors, by whom these workmen have been employed, should pay their retrenchment compensation, leave salary, bonus and other dues if any to them.

It was pointed out by the representatives of the managements of the above establishments that majority of these workers have not worked required No. of days in a year with their previous employer to entitle them for retrenchment compensation. But those workers, who worked for required No. of days with their previous employer and are entitled for retrenchment compensation would be paid by respective contractors with whom they were employed till 30th June, 1982. However, it was not agreed by the Union. After discussion on these issues in detail, it was felt difficult to arrive at correct figure. It was also felt that taking into consideration the labour psychology, it would be proper to devise some acceptable basis. Therefore, taking into consideration, all the pros and cons, it was agreed between both the parties that a lump sum of Rs. 150 will be paid to each and every workman working with them on account of Bonus upto June, 1982. It was also agreed that each of the following contractors will pay Rs. 35 on account of retrenchment compensation, leave salary & other dues and claims per worker for each year the contractors concerned have worked the contracts as mentioned in Annex. I.

- (3) The Union also pointed out that there is no proper method of keeping basic records of attendance by the contractors and so difficulty arises and have arisen in the past and therefore, a proper method should be evolved for this purpose. It was agreed between the parties that in future, contractors' man deputed to record attendance of workmen will give a token to each workman employed by them at the time of marking their attendance which the workman concerned will deposit in a box kept for the purpose, and only after depositing the token in the box, the workman will go to the work-site to report for duty. The man taking attendance of the workmen and giving tokens to them will mark their attendance on a sheet in triplicate on the basis of numbers of tokens deposited in the box and send two copies i.e., 2nd and 3rd copies to the site-in-charge. The site-in-charge in his turn will cross check the attendance on the basis of actual attendance who are not found at the work-site, in both the sheets

and send the same back to the person who took the attendance at the first instance. The attendance recording man will retain the second copy with himself for record of the establishment and send the third copy to the office of principal employer i.e., Management of Kuteshwar Lime Stone Mines of SAIL Bokaro Steel Plant, which will be final presentee/absentee statement regarding workmen and will serve the purpose of basic document for the purpose of Bonus, Retrenchment Compensation etc. where attendance figures of workmen may be required in future.

It was discussed between the Union and the Management of these establishments that loading workers will be given alternative jobs in the category of un-skilled workmen if there is no placement of wagons on the day of their being present at work.

It was pointed out during the discussion that a case regarding revision of wages, wage-scales etc. of workmen of M/s. JSS, M/s. SMTC & M/s. JEM is pending before the Presiding Officer, Industrial Tribunal-cum-Labour Court, Jabalpur. It was agreed by the workmen's representatives and managements of establishments concerned, who are parties before the Industrial Tribunal-cum-Labour Court, Jabalpur, that a copy of this settlement will be filed before the Industrial Tribunal-cum-Labour Court jointly along with a compromise petition on which they principal employer will also be requested to sign and same would be filed in the above court with a request to give an award in terms of the settlement. This settlement settles all the outstanding disputes between the managements of above establishments and their workmen and workmen will have no claim regarding the same in future. This settlement will be implemented by 30th September, 1982.

SIGNATURE

Representing Management: Representing the Workmen.

- | | |
|---|--|
| 1. Shri Purshotam Agarwal
of M/s. S.E.
Sd/- | 1. Shri R. K. Sharma
(President)
Sd/- |
| 2. Shri Ramesh Bhuwalka (P.U.)
Sd/- | 2. Shri J. P. Tiwari
(Vice President)
Sd/- |
| 3. Shri Samitmal, I.S.S.
Sd/- | 3. Shri Vishnu Dutt Dwivedi
(Secretary)
Sd/- |
| 4. J.B.M.
Sd/- | |
| 5. Shri D. H. Ghoda, SMTC
Sd/- | |
| 6. Shri Ramesh, S.C.C.
Sd/- | |
| 7. Shri Krishna Mehrotra, SKM
Sd/- | |

WITNESS:

1. Sd /-
2. Sd/-

ANNEXURE-1

Name of contractors	Average No. of workmen Engaged	No. of years worked
(1) M/s. S.C.C.	216	3 years
(2) M/s. S.M.T.C.	207	6 years
(3) M/s. J.B.M.	145	6 years
(4) M/s. S.K.M.	140	1 year
(5) M/s. I.S.S.*	235	5 years

*Though this party is a continuing contractor still as no complete record regarding work is not available with them, they will also pay the above amount of Rs. 35 on account of retrenchment compensation etc. to their workmen till June 1982. It will not be out of place to mention here that M/s. S.E., P.U. and I.S.S. who have employed the workmen of out-going contractors will not be liable to pay any amount to such worker on account of Retrenchment, leave salary and other dues, and claims which are payable to such worker by out-going contractors.

S. R. VYAS, Presiding Officer

[L-29011/12/78-D.III(B)]

S.O. 3699.—The pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Bhubaneswar in the industrial dispute between the employers in relation to the Sundergarh Mining Labour Contract Co-operative Society Limited, Contractors at Purnapani Limestone & Dolomite Quarry and their workmen which was received by the Central Government on 6th October, 1982.

INDUSTRIAL TRIBUNAL, BHUBANESWAR

PRESENT:

Shri J. M. Mahapatra, M.Com., LL.B, Presiding Officer,
Industrial Tribunal, Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 3 OF 1980 (CENTRAL)

Dated Bhubaneswar, the 27th September, 1982.

BETWEEN

The employers in relation to the management of Sundergarh Mining Labour Contract Co-operative Society Ltd., Contractors at Purnapani Limestone & Dolomite Quarry of Rourkela Steel Plant of Steel Authority of India Ltd. Purnapani

—First-party

AND

Their workmen

---Second-party

APPEARANCES:

Shri B. Raman,
Secretary,
Sundergarh Mining Labour
Contract Co-operative
Society Ltd.

For the first-party

Shri B. S. Pati,
General Secretary
North Orissa Workers'
Union, Rourkela.

For the second-party

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred by Section 7-A, and Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, had referred the following dispute to my predecessor in office for adjudication as per their Order No. L-29011(28)/78-D.III(B) dated 15-5-1980, which has subsequently been transferred to me for disposal according to law vide Government Order No. S-11025(6)/81.D.IV(B) dated 6-11-1981:

"Whether the suspension/refusal of employment to 189 workers as mentioned below of Sundargarh Mining Labour Contract Co-operative Society Limited without paying any subsistence allowance with effect from 8-1-72 is justified ? If not, what relief they are entitled to ?"

List of workers

1. Sri Benudhar Dash S/o Madgali Dash	Qry. Supervisor.	31. Sri James S/o Megho	Miner
2. Sri Charwa Oram S/o Champa Oram	Miner	32. Sri Sukra S/o Lurku	-do-
3. Sri Martin Barla S/o Barbas Barla	Jack-H Operator	33. Smt. Mangri D/o Lurku	-do-
4. Sri Clement Xess S/o Paulus Xess	Qry. Supervisor	34. Sri Junash S/o Paulush	-do-
5. Sri Ambnus Lugun S/o Martin Lugus	Miner	35. Smt. Agnesh D/o Chambra	-do-
6. Sri Bhagirathi Goala S/o Budhu Coala	Jack H. Helper.	36. Smt. Jauri D/o Sukra	-do-
7. Sri Sombra Tigga S/o Bargo Tigga	Jack H. Operator	37. Smt. Salmi D/o Ilarash	-do-
8. Sri Gajendra Singh S/o Basti Singh	Qry. Supervisor	38. Smt. Susani D/o Rephel.	-do-
9. Sri Phindus Kujur S/o Siril Kujur	Chief Supervisor	39. Smt. Salmi D/o Barna	-do-
10. Smt. Phulta Dash W/o Benudhar Dash	Miner	40. Smt. Rahil D/o Soma	-do-
11. Smt. Sombari W/o Gajendra Singh	Miner	41. Smt. Julius D/o Sagu	-do-
12. Sri K.R. Haldar S/o K. Haldar.	Time Keeper	42. Smt. Rahil D/o Danial	-do-
13. Sri Mansasi Kujur S/o Suloman Kujur	Blasting Supervisor	43. Smt. Johani D/o Nondo	-do-
14. Sri Joseph Munda S/o Soma Munda	Jack H. Operator	44. Juakim Barla S/o Kushal	Jack. H. Operator
15. Sri K. Thankapan S/o Kelan	Store-Keeper	45. Sri Lajhar S/o Antoni	-do-
16. Smt. Somari D/o Dokhia Oram	T.R.W.	46. Sri Junash S/o Paulush	Miner
17. Sri Surendra S/o Madan	-do-	47. Sri Suratmashi S/o Paulush	T.R.W.
18. Sri Preamsukh S/o Mangal	-do-	48. Smt. Dulari S/o Budhu	T.R.W.
19. Smt. Marriyam W/o Joseph	-do-	49. Smt. Silbia D/o Julius	Miner
20. Sri Suklal S/o Sundersan	Miner	50. Smt. Salmi S/o Agapit	-do-
21. Sri James Minz S/o Masidas	Comp Operator	51. Smt. Fulmani D/o Masides	-do-
22. Smt. Balmoti D/o Chirnath	Miner	52. Sri Topal S/o Mashi	-do-
23. Smt. Sambari D/o Gandra	-do-	53. Sri Bhimsent S/o Amrus	T.R.W.
24. Smt. Bel amdina D/o Bhagirathi Gowala	-do-	54. Smt. Panlina D/o Karlush	-do-
25. Sri Budhu S/o Gandra	-do-	55. Smt. Santi D/o Megho	-do-
26. Sri Modan Lujhar S/o Bhagirathi Gowala	-do-	56. Sri Temba S/o Kinu	-do-
27. Sri Sukra S/o Bhagirathi Gowala	-do-	57. Sri Soma S/o Bhokro	-do-
28. Smt. Nanki W/o Bhagirathi Gowala	T.R.W.	58. Sri Kerma S/o Mitu	Pump Operator
29. Smt. Somari D/o Sukhu	T.R.W.	59. Sri Bukan Lall S/o Ghasiram	Qry. Supervisor
30. Sri Phulsingh S/o Soma	Miner	60. Sri Dhaniram S/o Sodashib	T.R.W.
		61. Sri Ninush S/o Patias	Miner

62. Srimati Marriyam D/o Silash	Minor	95. Smt. Jawani D/o Bhutku	Minor
63. Smt. Bo'jenia D/o Nuas	-do-	96. Smt. Sukro D/o Sukra	-do-
64. Smt. Bariyam D/o Jabris	-do-	97. Smt. Phulmani D/o Charo	-do-
65. Smt. Telani D/o Budhur	-do-	98. Smt. Salmi D/o Mesidas	-do-
66. Smt. Alisor D/o Thomas	-do-	99. Smt. Salmi D/o Gabriel	-do-
67. Smt. Be'onikar D/o Patras	-do-	100. Smt. Jharlo D/o Etwa	-do-
68. Smt. Alfes Nicodin	Hand Role Driller	101. Sri Bisnath S/o H'bil	-do-
69. Sri Thuru S/o Ganesh	Minor	102. Sri Somra S/o Champu	-do-
70. Sri Patia S/o Somra Tigga	-do-	103. Smt. Birshi D/o Lakna	-do-
71. Smt. Fulla D/o Sukra	-do-	104. Smt. Jauri D/o Birsha	-do-
72. Smt. Etwari D/o Samu	-do-	105. Smt. Phullo S/o Jitu	-do-
73. Smt. Budhuni D/o Soma	-do-	106. Sri Tihiku S/o Dhani	-do-
74. Smt. Philomina D/o Johan	-do-	107. Sri Sunika S/o Dhani	-do-
75. Smt. Somari D/o Lodha	-do-	108. Smt. Sukro D/o Budhua	-do-
76. Smt. Budhan D/o Kandra	-do-	109. Smt. Meerry D/o Benedik	-do-
77. Smt. Chani D/o Lodha	-do-	110. Smt. Birshi D/o Somra	-do-
78. Smt. Libdhi D/o Lodha	-do-	111. Smt. Sirmati D/o Dubraj	-do-
79. Sri Mangra S/o Langa	Jack H. Helper	112. Smt. Semari D/o Etwa	-do-
80. Sri Dowra S/o Etwa	Minor	113. Smt. Sirmati D/o Gopal	-do-
81. Smt. Phulla W/o Bhosa	-do-	114. Smt. Parbati D/o Katigao	-do-
82. Sri Sukra S/o Birsha	Jack. H. Helper	115. Smt. Jaumi D/o Mangru	-do-
83. Smt. Chari D/o Bhtku	Minor	116. Smt. Silmuni D/o Kandru	-do-
84. Smt. Birshi D/o Ratia	-do-	117. Smt. Mangri D/o Bandhu	-do-
85. Smt. Jauni D/o Dhemo	-do-	118. Sri Ramdeo D/o Dhadi	-do-
86. Kanhu S/o Ratia	T.R.W.	119. Smt. Somari D/o Lohari	-do-
87. Smt. Chari D/o Langa	Minor	120. Smt. Muni D/o Muna	-do-
88. Sri Butu S/o Langa	-do-	121. Smt. Budhuni W/o Birsha	-do-
89. Jagdeo S/o Deonath	T.R.W.	122. Smt. Elisobha W/o Sodrek	-do-
90. Sri Panna S/o Bhtku	Hand Holer	123. Sri Somra S/o Chrwa	-do-
91. Sri Etwa S/o Kaila	T.R.W.	124. Sri Dhanmashi S/o Santosh	-do-
92. Srimati Mangri D/o Joma	Minor	125. Smt. Flora D/o Dhanmashi	-do-
93. Sri Rupnath S/o Belga	Jack H. Operator	126. Sri Labo S/o Muru	-do-
94. Smt. Chari D/o Paulush	Minor		

127. Sri Punna S/o Raghun	Hand Holer	164. Sri Johan S/o Barnadas	H.H.
128. Sri Subhakar S/o Raghun	-do-	165. Sri Srima S/o Budhan	T.R.W.
129. Smt. Gurbari D/o Raghun	T.R.W.	166. Sri Anandmasi S/o Nuas	C/P
130. Sri Jhirga S/o Chandra	Miner	167. Smt. Sithang W/o Anandmasi	P.R.W.
131. Sri V. Balan S/o G. Veleydhen	Bill Clerk	168. Smt. Dayanidhi D/o Lodha	-do-
132. Ajamil Baidhi S/o Jhagudu Baidi	Helper	169. Sri Bandhana S/o Madho	-do-
133. Sardar Bhajan Singh	Driver-cum-Mechanic	170. Sri Bhargava S/o Puttuka	-do-
134. Sri Godadhar Sethi S/o Hari Sethi	Misan	171. Smt. Jhiram W/o Jotto	-do-
135. Sri Bir Bhadoor	Watchman	172. Sri Jagdev S/o Davinath	-do-
136. Sri R.C. Pillai	Office Asstt.	173. Purush S/o Benadik	Hand Holer
137. Sri K. Nigynath	Electrician	174. Smt. Sabina S/o Silash	Miner
138. Sri Surat Ch. Doshi S/o Ganeswar Doshi	L.D.C.	175. Smt. Jarti W/o Lachhman	-do-
139. Sri Alexis Kujur	Supervisor	176. Smt. Birshi W/o Somu	-do-
140. Jakria's Jojo	Miner	177. Sri Jonku S/o Lunka	W/L
141. Sri Nand Lal	Com. Operator	178. Sri Mathadev S/o Sila	Miner
142. Matias Jojo	Accountant	179. Sri Raghunath S/o Bidu	-do-
143. M. Thankachand	Elect. Helper	180. Smt. Pul Singh D/o Mohana	-do-
144. Joseph Birla S/o Johan Birla	-do-	181. Smt. Jira D/o Rupnath	Miner
145. Kartik Goud S/o Sridhar Goud	Khalasi	182. Sri Mohan S/o Dandla	-do-
146. Sri Sankar Barik	Munshi	183. Smt. Sulo	-do-
147. Sri Bhubani Acharya S/o Hari Acharya	T.R.W.	184. Smt. Budhani W/o Sukro	-do-
148. Smt. Belamti Munda Bijoy Munda	-do-	185. Smt. Sulo W/o Rattiram	-do-
149. Sri Lal Singh S/o Bhakro	-do-	186. Smt. Gandci W/o Gaundia	-do-
150. Dhuk S/o Bisu	-do-	187. Smt. Ramdulari W/o Gobinda	-do-
151. Sri Pines S/o Ishak	-do-	188. Sri Albish Kerkatta	Pump Operator
152. Smt. Balo W/o Migho	-do-	189. Sri Sinus	Miner
153. Sri Mukhana S/o Mangu	Hand Holer		
154. Sri Lukish S/o Joseph	T.R.W.		
155. Sri Daniel S/o Soma	-do-		
156. Sri Hari S/o Ledhra	-do-		
157. Sri Albish S/o Birsha	Hand Holer		
158. Sri Sukhdev S/o Karadayal	T.R.W.		
159. Smt. Rahul S/o Daniel	Hand Holer		
160. Sri Etow S/o Balo	T.R.W.		
161. Sri Banu S/o Lachhman	Hand Holer		
162. Sri Dasrath S/o Karamdayal	T.R.W.		
163. Smt. Gauri W/o Karamdayal	-do-		

AWARD

2. The case of the second-party workmen may be briefly stated thus :—

The second-party members were permanent workmen under the first-party management, which was a contractor at Purunapani Lime Stone and Dolomite Quarry of Roukela Steel Plant of the Steel Authority of India Limited. It is averred that the Administrator of the Society placed the workmen under suspension with effect from 8-1-1972 in his letter dated 23-3-72. Thereafter no order was passed for vacation of the suspension order, nor any charges frame nor any domestic enquiry conducted against the workmen. The management also did not pay any subsistence allowance to the workmen suspended. It is contended that the action of the first-party management is motivated and illegal. It is prayed that the workmen are entitled to reinstatement in service with full back wages.

3. The case of the first-party management may be briefly stated thus :—

The first-party Society was formed and registered as a Co-operative Society in the year 1967. Due to the mismanagement in the affairs of the Society including serious financial irregularities committed by the then President and Vice-President of the Society, an enquiry under Section 65 of the Orissa Co-operative Societies Act, 1962 was conducted. As per statutory audit report there were charges of defalcation and falsification of accounts, against the aforesaid office bearers and as such disputes under Section 68 were filed against them, decree obtained and execution proceedings under Section 103 of the Act were pending against them. The aforesaid two office-bearers of the Society now claiming to be leaders and office-bearers of the North Orissa Workers' Union have sponsored the case on behalf of the workmen. On account of the mismanagement and other causes, the management of the Society was superseded under Section 32 of the aforesaid Act and Shri H. M. Padhi, Sub-Assistant Registrar, Co-operative Societies, was appointed as an Administrator to run the administration of the Society, and Shri Padhi assumed charge on 8-1-1972. On assumption of charge, the Administrator issued a general notice intimating all workers to join work which was stopped since long. About 600 workers joined their work at Purunapani in response to the aforesaid notice. The Administrator never refused any worker to join work. The former President and Vice-President of the Society who had command over some of the labourers instigated them not to join the work under the administration of Shri Padhi. It is averred that no suspension order was issued to any workman who joined work in response to the notice issued by the Administrator on 8-1-1972. It only appears from the Despatch Register of the Society that orders of suspension were issued to as many as 23 persons, but only 13 persons out of them received the notices of suspension. These 23 persons joined had with the Ex-President and Vice-President and deliberately absented from joining their work. They never presented themselves in the Society, nor wanted to join work. The whereabouts of these persons were never known to the Society after issue of the aforesaid orders of suspension. It is also averred that they never worked as labourers and/or workers of the Society. No action whatsoever was taken against the labourers/workers, ministerial and other staff who voluntarily joined on 8-1-1972 or subsequently in response to the notice issued by the then Administrator. It is contended that the list of workers furnished in the order of reference appears to be fictitious and fake.

4. It is further averred that the Society was constituted by individuals who only contributed their labour to the Society. Unless an individual becomes a member and share-holder of the Society, he is not entitled to employment in the Society in any capacity whatsoever. With this object the Society was constituted and named as the Sundergarh Mining Labour Contract Co-operative Society Ltd, Purunapani. Once a person is removed from membership of the Society by its general body, the matter is final and the person removed cannot claim employment in the Society. It is averred that the persons against whom orders of suspension were passed had been removed by the general body of the Society in their meeting held on 15-6-1972 and as such they ceased to be members of the Society and so, they were not entitled to any relief under the provisions of the Industrial Disputes Act. The further contention is that it is not also a case of suspension/refusal of employment as referred to in the schedule of reference.

It is further contended that the dispute in question is a dispute between the past members of the Society and the Society within the meaning of Section 68 of the Orissa Co-operative Societies Act touching the business and management of the Society and as such, the dispute referred under the provisions of the Industrial Disputes Act is incompetent and without jurisdiction.

In the additional written-statement filed by the management it is contended that the suspension/refusal of employment having taken place on 8-1-1972 and finally on 15-6-72 the period of limitation for the dispute in question commences from 8-1-1972 or at the latest on 15-6-1972. The period of limitation under Section 69 of the Orissa Co-operative Societies Act is six years. As such the dispute in this case is clearly time-barred and as such, the present reference dated 15-5-1980 is not maintainable being barred by limitation.

5. Considering the pleadings of the parties contained in their written statements the following points arise for consideration :—

- (1) Whether the reference is incompetent and not maintainable in view of the provisions of Section 68 of the Orissa Co-operative Societies Act, 1962 ?
- (2) Whether the persons named in the list of workers appended to the reference were, in fact, workmen or not under the first-party ?
- (3) Whether suspension/refusal of employment had actually taken place with effect from 8-1-1972 and if so, whether it is justified ?
- (4) How many and which of the workmen have been affected by the order of suspension/refusal ?
- (5) To what relief, if any, are the second-party workmen entitled ?

I would take up each of the points in serialim.

Point No. 1

6. The contention of the first-party management about the maintainability of the reference under Section 68 of the Orissa Co-operative Societies Act, would not hold good on the facts of the present case and in view of the Division Bench decision of our own High Court reported in 1982 C.L.T. Page 279 (Workmen of Orissa Police Co-operative Syndicate and State of Orissa and others). It is laid down by their Lordships that from the spectrum and purposes of the Industrial Disputes Act, 1947 and the Orissa Co-operative Societies Act, 1962 it is clear that an industrial dispute does not come within the purview of the dispute contemplated under the Orissa Co-operative Societies Act and is not capable of being resolved by the Registrar of the Co-operative Societies. On the facts of the present case the contention regarding the bar and maintainability of the reference does not therefore, hold good.

Point No. 2

7. According to the terms of the reference the workmen are 189 in number. The first witness for the workmen second party, who is an Inspector (Time), Purunapani Lime Stone Quarry of the Rourkela Steel Plant has stated in his evidence that they are maintaining registers (Form 'B' Register) concerning labourers working in the quarries, including the quarry run by the first-party. He has further stated that after the list of workers was given to them by the Assistant Labour Commissioner, they checked up with reference to Form 'B' Register and found out only 81 names occurring therein. He has prepared a list of these workmen as per Ext. 2. He has also proved Form 'B' Registers, Exts. 3, 4 and 5. Apart from the evidence given by W.W.1, no other evidence has been adduced on behalf of the workmen as to whether the alleged workmen named in the list of reference were really the workmen at the material time.

8. As to the actual number of workmen, both the parties also appear to have relied on the evidence of W.W.1, the Inspector (Time), Purunapani Lime Stone Quarry of the Rourkela Steel Plant. The only conclusion, therefore, that can be drawn is that only 81 workmen as per Ext. 2 were the workmen from amongst 189 workmen who were working at the material time.

Point No. 3

9. As to the question of suspension, the case of the first-party is that after the Administrator (M.W.2) took over the management, there was disturbance in the working of the mines and as such it necessitated him to take effective measures to start work in the mines. He therefore issued a general notice intimating all workers to join the work which was stopped for some time, whereafter about 600 workers joined their work, but a few bent upon to create disturbance did not join. As administrative measures and with a view to motivate them to join the work suspension orders were issued only to 23 persons but as per despatch register only 13 persons had received such orders. It is sought to be contended that the first-party never intended to throw these persons out

of employment, but it wanted that these persons should come forward and ask the management to be given work. No disciplinary action was taken against any of these suspended workmen. The second-party do not, however, state in their written-statement as to how many workmen were suspended. They, however, contend that suspending the workmen without paying any subsistence allowance is illegal. It is also contended that in the absence of any disciplinary action having been taken against them, and without taking them back into service, the persons/workmen who were suspended are entitled to be reinstated with back wages. So far as refusal of employment is concerned, the second-party workmen have not breathed a word in their written-statement that any workman has been refused employment by the first-party management. The case of the management with regard to the refusal of employment is that the management has not refused employment to a single workman who has come forward to join work. Now I shall take up whether the action of the management in suspending some of its workmen was justified. The management contends that the suspension orders issued to 23 workmen were in the nature of threat so as to enable the Administrator to restart the work. It also contends that the orders of suspension were not really in the nature of disciplinary proceeding against the so-called suspended workers. As the suspended workers never joined their work, nor claimed subsistence allowance or reinstatement, the management cannot be said to be at fault. Considering the facts and circumstance of the case and the principles of natural justice I am however of the view that the orders of suspension cannot be said to be justified as not only no subsistence allowance has been allowed to the workmen but also no suspension has taken place in contemplation of any disciplinary action against the workmen. Moreover, no disciplinary action had, in fact been taken against any of the workmen. If the suspension orders were passed only with a view to pressurize the workmen to join work, as contended by the first-party, I am of the view that after the normal situation prevailed, the management should have cancelled the suspension orders and asked the workmen informing them to join work. There should have been some order in show that the suspension orders were recalled or that they were not meant to be acted upon. I would, therefore, hold that the action of the management in passing the suspension orders against some of the workmen is not at all justified.

As there is absolutely no averment on the side of the second-party workmen about the refusal of employment to any of the workmen, the question of adjudication on the justifiability or otherwise does not arise. The contention of the management, on the other hand, should be accepted that in response to the general notice after the take over by the Administrator quite a large number of workmen, say about 90 per cent, joined work and none of them was refused employment.

Point No. 4

10. I shall now take up as to how many individual workmen and who of them were actually suspended by the order of the management. According to the management 23 suspension orders were issued, but the orders could be served only on 13 workmen. The workmen did not aver anything in their written statement as to how many workmen or who of them were suspended. They also did not lead any evidence on the point except through one witness (W.W.3) who has proved his own suspension order, Ext. 6, to say that he was suspended from work. In such state of affairs it is not possible to come to a definite finding as to who were the workmen suspended in this case except W.W.3. Even the workmen have not stated in their written statement or by way of additional written-statement as to who were the persons suspended in this case. The management also does not name the 13 workmen who had received the suspension order. In such state of affairs relief can be given only to W.W. 3 Gajendra Singh (Sl. No. 8 of the list of workers given in the reference).

W.Ws. 2, 4, 5 and 6 have given evidence to show that though demanded, they were not given any employment by the management. There is no documentary evidence like Ext. 6 to prove that they were actually suspended by the management. It is, therefore, difficult to come to any conclusion whether they were actually suspended or refused employment by the management.

11. Both the parties have filed written notes of Arguments in support of their respective contentions. The management first-party in paragraph 5 at page 2 of the written note of arguments has admitted that 9 workmen as per Sl. Nos. 2, 3, 6, 11, 35, 58, 61, 62 and 64 of Ext. 2 were amongst the workmen who were suspended by the management (obviously by its order dated 23-3-1972). On their own showing, therefore, the management has admitted that these 9 workmen, viz., Martin Baria, Clement Xess, Manmasi Kujur Ismes Minz, Bhukan Lall, V. Balen, Alexis Kujur, Jakrias Jajo and Matias Jojo were suspended. In the light of my discussions that the suspension orders cannot be sustained in the eye of law, the aforesaid nine workmen are also entitled to reinstatement in service.

Point No. 5

12. In conclusion, I would hold that W.W.3 Sri Gajendra Singh and the nine workmen Martin Baria, Clement Xess, Manmasi Kujur, James Minz Bhukan Lall, V. Balen, Alexis Kujur, Jakrias Jojo and Matias Jojo (Sl. Nos. 8, 3, 4, 13, 21, 59, 131, 139, 140 and 142 of the list of workers in the schedule of reference) are entitled to the relief of reinstatement in service. As W.W.3 Gajendra Singh according to his statement, is working under the contractor R. C. Sahu, Purnapani since 1973, he is entitled to full back wages from the date of suspension till his re-employment in the firm of Shri R. C. Sahu. With regard to the remaining nine workmen, viz., Martin Baria, Clement Xess, Manmasi Kujur, James Minz, Bhukan Lall, V. Balen, Alexis Kujur, Jakrias Jajo and Matias Jojo there is no evidence before the Tribunal that they are still unemployed. They are, therefore, not entitled to any back wages.

13. The Award is passed accordingly.

J. M. MOHAPATRA, Presiding Officer.
Industrial Tribunal Orissa, Bhubaneswar.

[L.29011/28/78-D.IIIB]

भाषित

नई दिल्ली, 11 अक्टूबर, 1982

का० भा० 3700—केंद्रीय सरकार की राय है कि इससे उपाखण्ड धनसूची में विनिर्दिष्ट विषय के बारे में हट्टी गोल्ड माइन्स कम्पनी लिमिटेड, हट्टी के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है;

और केंद्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है;

अतः, केंद्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करके हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० एच० उपाध्याय होंगे, जिसका मुख्यालय बंगलौर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

धनसूची

“क्या मैंमें हट्टी गोल्ड माइन्स कम्पनी लिमिटेड, हट्टी की औद्योगिक शरणदाता, बावमैन, सेक्यूरिटी रिपार्टमेंट की सेवाएं 1 जनवरी, 1981 से समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो कामगार किस धनसूची का हकदार है?”

[एल-43012/5/81-डी 3 की]

ORDER

New Delhi, the 11th October, 1982

S.O. 3700.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Huttli Gold Mines Company Limited, Huttli and their workman in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri V. H. Upadhyay shall be the Presiding Officer, with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal

SCHEDULE

"Whether the termination of the services of Shri Sharanappa, Watchman Security Department by the management of Hutti Gold Mines Company Limited Hutti with effect from 1st January, 1981 is justified If not, to what relief is the concerned workmen entitled?"

[L-43012/5/81-D.III(B)]

प्रावेश

नई दिल्ली, 12 अक्टूबर, 1982

का० आ० 3701—केन्द्रीय सरकार की राय है कि इससे उपरोक्त अनुसूची में विनिर्दिष्ट विषय के बारे में भारत गोल्ड माइन्स लिमिटेड, कोलार गोल्ड फील्ड्स ने प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कामगारों के बीच विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निदेशित करना वांछनीय समझती है,

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री. सी० एच० उपाध्याय होंगे, जिनका मुख्यालय बंगलौर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या भारत गोल्ड माइन्स कोलार गोल्ड फील्ड्स के प्रभियोगित मजदूरों की (1) स्थायी काठर में समावेषण की (11) मजदूरों बढ़ाने की मांगें न्यायोचित हैं? यदि नहीं तो कामगार किम अनुबोध के हकदार हैं?

[स० एन-43011(3)/82-डी० III (बी)]

कंवर राजिन्द्र सिंह, प्रवर सचिव

ORDER

New Delhi, the 12th October, 1982

S.O. 3701—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bharat Gold Mines Limited, Kolar Gold Field and their workmen in respect of the matter specified in the Schedule hereto annexed,

And whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri V. H. Upadhyay shall be the Presiding Officer with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the demand of the casual labour employed by the management of Bharat Gold Mines, Kolar Gold

850 GI/82—7

Fields (i) for absorption in permanent cadre and (ii) for enhancement of wages if justified. If so, to what reliefs are workmen entitled?

[No. L-43011(3)/82 D.III(B)]

KANWAR RAJINDER SINGH, Under Secy.

New Delhi, the 14th October, 1982

S.O. 3702.—In pursuance of the section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Benjemehari Colliery of Eastern Coalfields Limited, Post Office Salanpur, District Burdwan and their workmen which was received by the Central Government on the 11-10-82

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 17/81

PRESENT :

Shri J. N. Singh, Presiding Officer,

PARTIES :

Employers in relation to the management of Benjemehari Colliery of Eastern Coalfields Ltd, P.O. Salanpur, Dist. Burdwan.

AND

Their workman

APPEARANCES :

For the Employers—Shri A. N. Chatterjee, Dy. Personnel Manager

For the Workman—None

INDUSTRY : Coal.

STATE : West Bengal

Dated the 4th October, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(72)/80-D IV(B) dated the 2nd May, 1981.

SCHEDULE

"Whether the action of the management of Eastern Coalfields Ltd, in relation to Benjemehari Colliery P.O. Seetalpur, Dist. Burdwan in reducing the wages of Shrimati Sukoda Mahalan from Group V to Category I with effect from 18-4-1977 was justified? If not to what relief is the concerned workman entitled?"

2 On 27-9-82 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement

3 I have gone through the settlement which is beneficial for the workman

4 In the circumstances the award is passed in terms of the settlement which shall form part of the award

Enc : Settlement

J. N. SINGH, Presiding Officer

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3 DHANBAD

Reference No. 17 of 1981

PARTIES :

Employers in relation to the Management of Benjemehari Colliery, Eastern Coalfields Ltd., P.O. Salanpur, Dist. Burdwan.

AND

Their workmen

Joint petition of compromise :

Both the Parties herein concerned beg most respectfully to submit as under :

1. That the above matter is fixed for hearing on 27-9-82
2. That the matter is pending and has not yet been heard by the Hon'ble Tribunal.
3. That in the meantime the Parties negotiated the matter in dispute mutually and have come to an amicable settlement on the following terms :

- (a) That the concerned workman Smt. Sukhada Mcha in will be placed in Cat. II of the National Coal Wage Agreement-II on the basic rate of Rs. 19.48 (Rupees nineteen and forty eight paise only) per day as from 31-3-82.
- (b) That the concerned workman will be paid a consolidated sum of Rs. 1000 (Rupees one thousand only) in full and final settlement of all her claim for arrear wages.
- (c) That the payment of Rs. 1000 as said in the foregoing paragraph will be made within three months from the date this settlement is accepted by the Hon'ble Tribunal.
- (d) That by this settlement the instant dispute is fully and finally resolved and the workman shall have no claim, whatsoever, arising out of the instant matter.
- (e) That the Parties shall bear their respective costs of the present proceedings.

4. That both the Parties pray that the Hon'ble Tribunal may be pleased to accept this settlement as fair and reasonable and may be further pleaded to pass an award in terms of the aforesaid settlement.

And for this act of kindness the Parties as in duty bound shall ever pray.

Dated this 27th September, 1982.

For and on behalf
of the workman.
Sd./-

Sd./-

For and on behalf of
the Employers.

J. N. SINGH, Presiding Officer.
[No. L-19012-(72)/80.IV(B)]

S.O. 3703.—In pursuance of the section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Benjemehari Colliery of Eastern Coalfields Limited, Post Office Salanpur, District Burdwan and their workmen, which was received by the Central Government on the 2-10-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 72/80

PRESENT :

Shri J. N. Singh, Presiding Officer,

PARTIES :

Employers in relation to the management of Benjemehari Colliery under Benjemehari Sub-Area of Eastern Coalfields Ltd., P.O. Salanpur, Dt. Burdwan.

AND

Their workman

APPEARANCES :

For the Employers—Shri B. N. Lala, Advocate.

For the Workman—Shri S. K. Acharyya.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 4th October, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(47)-79-D.IV(B) dated 27th November, 1980

SCHEDULE

"Whether the action of the management of Benjemehari Colliery under Benjemehari Sub-Area of Eastern Coalfields Ltd., P.O. Salanpur, Dist. Burdwan in not regularising the employment with effect from 7th April, 1975 of Shri Sachhidanand Singh was justified ? If not, to what relief is the concerned workmen entitled ?

2. On 27-9-82 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award

Enc : Settlement

J. N. SINGH, Presiding Officer

BEFORE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3. DHANBAD

Reference No. 72 of 1980

PARTIES :

Employers in relation to the Management of Benjemehari Colliery of Eastern Coalfields Limited.

AND

Their workmen

Joint petition of compromise.

Both the Parties herein-concerned beg to submit most respectfully as under :

1. That the above matter is fixed for hearing on 27-9-82.
2. That the Hon'ble Tribunal has not yet heard the present matter and the matter is pending.
3. That in the meantime, both the parties mutually negotiated the instant dispute and the Parties have come to an amicable settlement the following terms :

- (a) That Shri Sachidananda Singh, the concerned workman will be employed as a Driver in Cat. V on the basic rate of Rs. 19.50 per day as per National Coal Wage Agreement-II within a month from date when he reports for duty before the General Manager, Salanpur Area and his period of service will be counted from the date of his employment as said above.
- (b) That the concerned workman when he reports for duty in terms of the foregoing paragraph will be posted in any of the collieries under the jurisdiction of Salanpur Area.
- (c) That the concerned workman shall produce his motor vehicles driving licence (Heavy) in original to the Employers at the time he reports for duty as said above.
- (d) That the workman shall have no claim whatsoever for any back wages for the period from 7th April, 1975 to the date when he reports for duty as stated in Paragraph 'a' & 'b' above.
- (e) That by this settlement the instant dispute is fully and finally resolved and the workman shall have no claim whatsoever arising out of the instant matter.
- (f) The Parties shall bear their respective costs of the present proceedings.

4. Both the Parties pray that the Hon'ble Tribunal may be pleased to accept this settlement as fair and reasonable and may be further pleased to pass an award in terms of the aforesaid settlement.

And for this act of kindness the Parties as in duty bound shall ever pray.

For and on behalf of
the workman.

Sd./-
For and on behalf of
the Employer.

Sd./-

J. N. SINGH, Presiding Officer.

[No. L-19012(47)/79-D.IV(B)]

S.O. 3704.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Ranipur Colliery of Ranipur Sub-Area of Eastern Coalfields Limited, and their workman, which was received by the Central Government on the 12th October, 1982.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
CALCUTTA**

Reference No. 17 of 1980

PARTIES :

Employers in relation to the management of Ranipur Colliery of Ranipur Sub-Area under the Eastern Coalfields Limited.

AND

Their Workmen

PRESENT :

Mr. Justice M. P. Singh—Presiding Officer

APPEARANCES :

On behalf of Employers—Mr. B. N. Lala, Advocate.

On behalf of Workmen—Mr. S. K. Mazumdar, Advocate

STATE . West Bengal

INDUSTRY . Coal

AWARD

By its Order No. L-19012(40)/79-D.IV(B) dated 21 February 1980 the Government of India Ministry of Labour,

referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Ranipur Colliery of Ranipur Sub-Area under the Eastern Coalfields Limited P.O. Disheigab, Distt. Burdwan in superannuating the workmen (Names given in the annexure) with effect from 1st July, 1979 is justified ? If not, to what relief are the concerned workmen entitled ?

ANNEXURE

1. Shri Ram Chabila Roy
2. Shri Indradeo Singh
3. Shri Nagina Roy.
4. Shri Ramdeo Yadav
5. Shri Barsati Harijan

2. It is necessary to point out that though five persons were superannuated with effect from 1st July, 1979, as will appear from the above terms of reference itself, none except Ram Chabila Roy raises any dispute before this Tribunal. All the parties concerned in this case have made statement to this Tribunal when the case was called out for hearing that the four workmen named in the reference, i.e., Indradeo Singh, Nagina Roy, Ramdeo Yadav and Barsati Harijan have withdrawn themselves from the dispute possibly having been re-employed by the management. Hence a "no dispute" award is passed so far as those four workmen are concerned.

3. Now, in the present case we are concerned only with Ram Chabila Roy. His date of birth is to be ascertained. The union raised the dispute regarding his age by letter dated 26th April 1979 (Ext. M-1) addressed to the management and demanded his age to be assessed by the Area Medical Board. That request was accepted by the management and Ram Chabila Roy was examined by the Area Medical Board also called the 'Age Determination Committee'. He was found to be aged 60 years old on 28th June, 1979 vide Ext. M-17. Ram Chabila Roy did not appeal against the decision of the Area Medical Board and hence he did not get himself examined by the Appellate Medical Board of the Headquarters at Saneatoria Hospital. In form B registers (Exts. M-4 and M-5) which are maintained under the Mines Act, Ram Chabila Roy is shown to be born in 1919. So the opinion of the Area Medical Board tallies with that of Form B registers. He was also issued photo identity cards (Exts M-3 and W-2) to be retained in his possession containing particulars, including his age. There also his year of birth is 1919 that is the same as recorded in Form B registers. All these documents clearly show that his year of birth was 1919. The Union examined B. M. Tewari as WW-1 and he had deposed that Ram Chabila Roy and Nagina Roy are brothers and that Ram Chabila Roy is younger by three years to his brother Nagina Roy. Ram Chabila Roy, has examined himself as WW-2 and he also has deposed that he is younger by three years to his brother Nagina Roy. It appears that in his petition to the management dt. 14/23 February 1979 Ram Chabila Roy has stated he was younger to his brother by five years. Any way, an argument is built upon this oral evidence that Ram Chabila Roy should be held three years younger to his brother Nagina Roy and if it be so held he shall continue in service till 1984. In my opinion, the argument is built in the air.

4. The documentary evidence read with the opinion of the Area Medical Board cannot be thrown out on the basis of this imaginary contention. Ram Chabila Roy himself admitted in cross-examination that his age had been recorded in the register by the company as well as by the Government after nationalisation. He also admitted in his evidence in cross-examination that he had undergone medical examination at the Area office. There is no document in support of the case of the Union that Ram Chabila Roy was born in any other year than 1919. On behalf of the workman it was argued that the same year of birth, i.e. 1919 is recorded in the two registers of B form and also in the service cards in the case of both the brothers and that this cannot be possible. In my opinion it is not a good ground to throw away all the documentary evidence aforesaid. Ram Chabila Roy entered into contract of service under the company as well as in the management.

of Kanipur colliery on the basis that his year of birth was 1919. It was on that basis and on the basis of the opinion of the Area Medical Board that he was retired with effect from 1st July 1979. In this view of the matter it cannot now be found in his favour that he would continue in service upto 1984. I rely on the documents adduced by the management. I accordingly hold that the year of birth of Ram Chabila Roy was 1919 and that he was 60 years old on 28th June 1979 as found by the Age Determination Committee.

5. After considering the evidence on record and the submissions raised by the parties concerned, my Award is that the action of the management of Kanipur Colliery in superannuating Ram Chabila Roy with effect from 1st July 1979 is justified and so he is not entitled to any relief.

Dated, Calcutta,

The 27th September, 1982.

M. P. SINGH, Presiding Officer.

[No. L-19012(40)/79-D.IV(B)]

S.O. 3705.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bharat Coking Coal Limited, Calcutta and their workmen, which was received by the Central Government on the 12th October, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA

Reference No. 97 of 1980

PARTIES :

Employers in relation to the management of Bharat Coking Coal Limited, Calcutta.

AND

Their Workmen

PRESENT :

Mr. Justice M. P. Singh—Presiding Officer.

APPEARANCES :

On behalf of Employers—Shri C. L. Ganguly, Advocate.

On behalf of Workmen—Shri P. K. Chatterjee, Advocate.

STATE : West Bengal

INDUSTRY : Coal

AWARD

By its Order No. L-19012(56)/80-D.IV(B) dated 15th December, 1980 the Government of India, Ministry of Labour, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of the Bharat Coking Coal Limited Calcutta in promoting Shri Manik Chandra Das, Junior Stenographer, Office of the Deputy Chief Sales Manager, Bharat Coking Coal Limited, No. 6, Lyons Range, Calcutta as Senior Stenographer, and in designating him as Personal Assistant, vide Office Orders No. BCC|CAL|ESTB|5|83|7566|7679, dated 21/19-11-1979 and No. BCC|SIM|ESTT|S|83|2406 dated 28/29-4-1979 of the Personnel Manager, Bharat Coking Coal Limited, Dhanbad is legal, proper and justified? If not, to what relief are the other workmen, who were considered by the Departmental Promotion Committee along with Shri Manik Chandra Das, entitled?"

2. Mr Das was a Junior Stenographer in the Bharat Coking Coal Limited (briefly, the BCCL), Calcutta. He was promoted by Order dated 29th November, 1979 (Exts. M-8-W 80 to the post of Senior Stenographer in the Calcutta office of the BCCL and was designated as "P.A" by Order dated 20 April 1980

passed by the Personnel Manager, BCCL, Dhanbad. His promotion and designation has been challenged on the ground that the management in doing so violated the principles and guide lines contained in its own Promotion Policy/Cadre Scheme (Ext. W-2) and has also not followed the tripartite settlement dated 23rd April 1975 (Ext. W-1-M.5). It is said that under the said promotion policy seniority-cum-merit was the criterion for promotion of Junior Stenographer to the post of Senior Stenographer. Several contentions have been raised on behalf of the workmen in support of their case.

3. It is first contended that in the Promotion Policy, Ext W-2, there is no provision for holding any trade test for giving promotion to the Junior Stenographer to the post of Senior Stenographer, but the management illegally arranged a trade test in order to enable Mr. Das to illegally supersede two senior stenographers B. K. Kundu and C. R. Biswas. It is submitted that under the aforesaid promotion policy (Ext. W-2) the criteria for promotion was seniority-cum-merit through Departmental Promotion Committee (briefly, the DPC) and that all eligible junior stenographers on the basis of their seniority were entitled to be given a chance and were to be considered for promotion through DPC which was to assess the merit of the candidates upon appraisal of their service records in terms of clause 11.1 of the said promotion policy. It is urged that this procedure was not followed by the management and even the C. R. files of the persons concerned were not taken into consideration. It is pointed out that even in the trade test it was Dipak Kumar Sinha who stood first and so he should have been promoted to the post of Senior Stenographer. It is further said that in any event the post of Senior Stenographer should have been filled up by direct recruitment along with outsiders to sit in the trade test. The management has denied the validity of these contentions and in my opinion rightly. Admittedly a trade test in short-hand-stenography was held in August 1979 on vacancy having occurred in the post of Senior Stenographer towards the middle of July 1979 in the Calcutta office of the BCCL and that on the result thereof three Stenographers D. K. Sinha, M. C. Das and B. K. Kundu became eligible for consideration of the DPC which did consider them and found M. C. Das, the most suitable candidate for filling up the post of Stenographer. The authority concerned accepted the recommendation of the DPC and promoted M. C. Das to the post of Senior Stenographer as aforesaid Mr. Chatterjee, learned Counsel appearing for the workmen vehemently contended that the management illegally held the trade test as it was not provided either in the tripartite settlement of 23rd April 1975 (Ext. W-1) or in the Cadre-Scheme (Ext. W-2). It is true that the words "trade test" are not mentioned in any of these two documents but it cannot be denied that the promotion was to be made on the basis of Seniority-cum-merit. The expression "merit" is of wide import. There are no specific rules in the Cadre-Scheme or anywhere also regulating the method of judging the merit of the candidate. Holding of the trade test is not excluded by any provision of the agreement or promotion policy even by implication. It cannot be denied that the holding of trade test had reasonable nexus with the performance of duty of the Senior Stenographer. It cannot, therefore, be characterised as arbitrary or unfair or mala fide when nothing prohibits it. As observed by the Supreme Court in Gurnam Singh vs. State of Rajasthan (1971) SLR 799, "No doubt the term 'merit' is not capable of any easy definition, but it can be safely said that merit is a sum total of various qualities and attributes of an employee such as his academic qualifications, his distinction in the University, his character, integrity, devotion to duty and the manner in which he discharge his official duties. Allied to this may be various other matters or factors such as his punctuality in work, the quality and outturn of work done by him and the manner of his dealings with his superiors and subordinate officers and the general public and his rank in the service. We are only indicating some of the broad aspects that may be taken into account in assessing the merits of an officer. In this connection it may be stated that the various particulars in the annual confidential reports of an officer, if carefully and properly noted, will also give a very broad and general indication regarding the merit of an officer." On a perusal of this observation it will appear that 'merit' cannot be confided to one factor. It includes several factors, includes confidential rolls, qualification, service record, etc. Although the word 'trade test' has not been used in the observations of the Supreme Court, I think that this also may be a good factor in the selection of Stenographer. It appears that Annexure B to the promotion policy (Ext. W-2) requires that a Senior Stenographer must have a proficiency in Stenography as follows : Shorthand

speed—100 w.p.m., Type writing speed—50 w.p.m. I am, therefore, of the opinion that the result of the trade test was a factor to be considered along with other factors. It will not be out of place to mention here that the result of the trade test was not the only thing to be considered. Merely because Dipak K. Sinha stood first in the trade test cannot be a good ground for promoting him to the post of Senior Stenographer. The promotion was to be done on a consideration of overall merit by the DPC and not only by the result of the Trade test. Mr. Chatterjee vehemently argued that the management had illegally and with mala fide intention arranged to hold a trade test. This contention has no merit. In the trade test Dipak Kumar Sinha who was junior to M. C. Das stood first. If the management had any bad intention from the very beginning it could have managed for Mr. M. C. Das to stand first in the trade test but that was not so. It only indicates that the trade test was done honestly. However the result of that examination could not be considered in isolation. I therefore see no merit in this contention. It is rejected. Another line of argument in this connection is that the trade test was merely eligibility test and not merit test and that three candidates were found eligible for selection by the DPC. That may be so but there can be no legal impediment in calling it proficiency test and also a factor for considering merit for the purpose of determining the minimum speed for being selected as Senior Stenographer. The argument is rejected. It was also urged that the trade test was notified on 5-7-1979 but the result was published on 29-11-79 when the promotion order of Mr. Das was issued. It is contended that the delay was significant. In my opinion it is a minor matter.

4. Mr. Chatterjee next contended that there was no DPC for Calcutta office in regard to the promotion for the post of Stenographer. My attention was drawn to clause 6.2 of the promotion policy and also to the oral evidence adduced on behalf of the workmen in support of this contention. In my opinion this argument is without any basis. The written statement of the workmen itself says that promotion to the post of Senior Stenographer was to be made on the basis of seniority-cum-suitability though the Departmental Promotion Committee vide paragraphs 3 and 5. In paragraph 5 of the written statement it is clearly stated, "The union in their letter of protest dated 10 July, 1979 pointed out that the promotion policy and the cadre-scheme framed by them by issuing from junior stenographer to Senior stenographer should be made only on the basis of seniority-cum-merit through DPC in the same way as in the case of promotion from Grade 1 to Special Grade will be on the basis of seniority-cum-suitability through D.P.C." It is thus clear that the workmen themselves accepted the position that the promotion was to be made through DPC. I think that the argument advanced before this Tribunal and the oral evidence adduced by the Union go against their pleadings. In the present case DPC was in fact constituted by the management (vide Ext. M-6 the circular constituting the DPC and laying down promotion policy dated 20-6-77). In my opinion it was necessary for assessing the merit of the candidates. The point thus has no force.

5. The third contention of Sri Chatterjee is that the 1977 Cadre-scheme was meant for Dhanbad office and it was not meant for the Calcutta office. He submitted that there was no Cadre-scheme for Calcutta office and that the Cadre-scheme in question (Ext. W-2) was illegal and was not binding on Calcutta office. In my opinion, this contention is devoid of any merit. Nowhere in their written statement the union has said that the Cadre-scheme/Promotion Policy (Ext. W-2) was illegal or that it was not applicable to Calcutta office. On the other hand, the written statement clearly proceeds on the basis that there was a Cadre-scheme framed by the management which was violated by it. In paragraph 4 of the written statement the Union says that it is then positive case that the management had violated their promotion policy and the cadre-scheme framed by them by issuing Office Order dated 5th July 1979 (Ext. M-7) inviting applications for appearing in the trade test. In paragraph 5 also of the written statement the Union speaks about the promotion policy/cadre scheme framed by the management and says that it was totally ignored by the management. In paragraph 7 of the written statement the union said that if the management had followed their own promotion policy/cadre-scheme Sri B. K. Kundu, the Senior most Junior Stenographer would have been promoted to the post of Senior

Stenographer. In paragraph 10 of the written statement the union says that the promotion policy/cadre scheme adopted by the management did not contain any post of PA. It is thus clear that the validity or applicability of the cadre scheme/promotion policy was never challenged by the union in their written statement though they have done so through their oral evidence as well as in argument. It is to be noticed that the tripartite settlement Ext. W-1 dated 23-4-1975 (vide clause 4 of Annexure 1A to the settlement) provides for future promotion to be in terms of cadre scheme rules. The management categorically stated in its letter dated 23/26th February 1979 (Ext. W-6) that the present cadre scheme would be applicable to Calcutta based employees of BCCL and asked for suggestions from the Union which was to be considered while revising the existing cadre scheme. The union by its letter dated 10-7-79 (Ext. W-7) wanted to discuss the matter for evolving a norm for promotion but nothing material was done except writing to the RLC or ALC (Central) making complaint against the actions of the management (vide Exts. W-9, W-10, W-16). Before that the Union had made correspondence with the Management in this regard (vide Exts. W-3, W-4 and W-5) but to no effect. As already pointed out it says in its written statement that the cadre scheme was violated by the management in promoting Mr. Das to the post of Senior Stenographer. A reasonable construction of the pleading of the union leads me to the conclusion that the union accepted the cadre scheme in its written statement for the purpose of promotion but merely contended that it had been violated by the management. Further more, I do not think as to why the management would not be competent to apply the cadre scheme to the Calcutta office of BCCL. This office is a part of the Head office of the BCCL which is at Dhanbad. I am of opinion that the management was competent to apply the same to the Calcutta office. It is not in doubt that the cadre scheme provides in clause 6.2 for promotion of Junior Stenographer to the post of Senior Stenographer on the basis of seniority-cum-merit. It also provides for promotion of Senior Stenographer to the post of Senior PA. The contention of the Union accordingly fails and is rejected.

6. It is next contended on behalf of the workmen that there was no post of Senior Stenographer in the Calcutta office of BCCL. Reference in this connection has been made to Ext. W-1 the Settlement dated 3rd April, 1975 and evidence of WWs-1 and 2. The argument is not correct. Although there is no mention of Senior Stenographer in the Settlement, there is such mention in the Cadre-scheme. If there was no such post Mr. Kundu and other stenographers would not have appeared in the trade test. In their written statement the union does not say that there was no post of Senior Stenographer. The written statement rather proceeds on the basis that there was such a post. The prayer made therein is that Mr. Das may be down-graded to the post of Junior Stenographer and that Sri B. K. Kundu and D. K. Sinha may be promoted/up-graded as Senior Stenographer with effect from the date of original promotion. The contention thus fails.

7. It was next urged that there was no post of PA lying vacant in the Calcutta office of BCCL to which Mr. Das could be appointed or posted and that the post of PA which was existing earlier in this office was abolished from 1st January, 1975. Reference in this connection was made to the Tripartite Settlement dated 3rd April, 1975 (Ext. W-1). Counsel also points out that the Cadre-scheme/Promotion Policy, Ext. W-2 did not provide for any post of PA. The contention is not valid. The post of PA did exist in the Calcutta office of BCCL as per agreement dated 23rd April, 1975. It is also admitted by the workmen that there was such a post. The only contention is that it was abolished. There is misconception about it. Only the particular scale of pay and not the post of PA was abolished from 1st January 1975 and another pay scale was substituted in its place. See clause 7 of Annexure 1A of the Settlement (Ext. W-1). The settlement provides the channel of promotion from Junior Stenographer to PA and from PA to Senior PA. Mr. Das was designated (not promoted) as PA on his prayer in terms of the tripartite settlement dated 23rd April, 1975 which was applicable to him and this was done without giving him any monetary benefit or change of scale of pay. It seems that the two posts, namely, that of Senior Stenographer and that of PA were treated as equal or identical for the purpose of channel of promotion from Junior Steno-

grapher to the next higher post which was either Senior Stenographer or P.A. in terms of the Cadre-Scheme it is post of Senior Stenographer and in terms of the agreement it is the post of P.A. Mr. Chatterjee has not shown to this Tribunal that the pay scale of PA is higher than that of Senior Stenographer. He has not shown that there was any monetary benefit or change in the scale of pay of Mr. Das when he was redesignated as P.A. Mr. Chatterjee next argued that immediately after promoting Mr. Das as Senior Stenographer his designation was changed into PA and this showed that the management wanted to promote Mr. Das to the post of PA and this is evidence of malafide. Suffice to say that I do not find any malafide on the part of the management in doing so.

8. Next it was contended by Mr. Chatterjee that the cadre-scheme should have been settled in consultation with the Union in view of the terms of settlement dated 23rd April, 1975 which provided that the promotion procedure/Cadre scheme will be settled subsequently. It appears to me that the terms of the settlement do not necessarily lead to the conclusion that the cadre-scheme must be framed in consultation with the union. The contention is thus disposed of.

9. Another contention advanced on behalf of the workmen is that Ext. W-6 which is a letter of the management dated 23/26th February, 1979 to the effect that the present cadre scheme would be applicable to the Calcutta based employees of BCCL is a departure from the agreement. In my opinion, the contention is not correct. I have already pointed out that the union has taken the stand in their written statement that the cadre scheme was violated by the management and not that the cadre scheme was not applicable to the Calcutta office.

10. Lastly it was submitted by Sri Chatterjee that the office notice dated 5th July, 1979 (Ext. M-7) merely mentions that promotion should be made from Junior Stenographer to Senior Stenographer but Mr. Das was fitted in the post of PA and this was wholly unjustified. In my opinion there is no force in this contention because Mr. Das was promoted to the post of Senior Stenographer and then he was merely designated (not promoted) as PA in terms of the tripartite settlement dated 23rd April, 1975.

11. Mr. C. L. Ganguly, learned Counsel appearing on behalf of the management argued that promotion was a managerial function and that an employee cannot claim to be promoted as of right and hence there is no scope for any adjudication by this Tribunal. The argument is wholly devoid of merit. It is well settled that though promotion/upgradation is the managerial function it must not be on the subjective satisfaction of the management but must be on some objective criteria. The management cannot act arbitrarily. It must act fairly and reasonably even in the matter of promotion. I am of the opinion that the Tribunal is fully competent to cancel unjustified promotions whenever it feels that the persons superseded had been so superseded on a count of legal malafide or victimisation or unfair labour practice. However, in the present case I am not inclined to interfere with the order of promotion for reasons already expressed.

12. After having considered the submissions raised on behalf of the parties my award is that the action of the management of the Bharat Coking Coal Limited, Calcutta in promoting Manik Chandra Das, Junior Stenographer of the office of the Deputy Chief Sales Manager, Bharat Coking Coal Limited as Senior Stenographer and in designating him as PA by Orders dated 29th November, 1979 and 29th April, 1980 of the Personnel Manager, Bharat Coking Coal Limited, Dhanbad is legal and justified. The other workmen, therefore, are not entitled to any relief.

M. P. SINGH, Presiding Officer

[No. L-19012(56)-80-D.IV(B)]

S. S. MEHTA, Desk Officer

Dated : Calcutta, 24th September, 1982.

नई दिल्ली, 11 अक्टूबर, 1982

का० आ० 3706 :- केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बीरबलदास एण्ड कम्पनी, 1998 गली पराठेवाली, चान्दनी चौक, दिल्ली-6, नामक स्थापन से सम्बद्ध निवाजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और

प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिये।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[न० एम-35019/177/82-पी० एफ-2]

New Delhi, the 11th October, 1982

S.O. 3706.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Birbal Dass and Company, 1998, Gali Paratha Wali, Chandni Chowk, Delhi-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(177)/82-PF.II]

शुद्धि-क

नई दिल्ली, 11 अक्टूबर 1982

का० आ० 3707 :- भारत के राजपत्र, भाग 3, उपखण्ड (ii), तारीख 12 फरवरी, 1982 में प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 792 तारीख 27 फरवरी, 1982 के पृष्ठ 925 को दूसरी पंक्ति में 'मारावतपुर' के स्थान पर 'मरसपुर' पद, तिसरी पंक्ति में 'मनसख' के स्थान पर 'मानसख' पद।

[न० एम-35019/177/81-पी० एफ-2]

CORRIGENDA

New Delhi, the 11th October, 1982

S.O. 3707.—In the notification of the Government of India in the Ministry of Labour No. S.O. 792 dated the 12th February, 1982 published at pages 925 and 926 of the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 27th February, 1982, at page 925, line 4, for "Saraswatipur" read "Saraswatipur"; line 5, for "Satasankha" read "Satasankha".

[No. S-35019(177)/81-PF-II]

का० आ० 3708 :- केन्द्रीय सरकार की यह प्रतीत होता है कि मैसर्स मैडिकल ब्यूरो, 1445, चान्दनी चौक, दिल्ली-6, नामक स्थापन से सम्बद्ध निवाजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिये।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[न० एम-35019(176)/82-पी० एफ-2]

S.O. 3708.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Medical Bureau, 1445, Chandni Chowk, Delhi-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(176)/82-PF.II]

का० आ० 3709 — केन्द्रीय सरकार का यह प्रतीत होता है कि मैनस मल्टी इन्टरनेशनल (प्राइवेट) लिमिटेड, 205, Deepak 92 Nehru Place New Delhi-19, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment.

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 का उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35019/178/82-पी० एफ-2]

S.O. 3709—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mullick International (Private) Limited, 205, Deepak 92 Nehru Place New Delhi-19, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment

Now, therefore in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment

[No S-35019(178)/82-P F II]

का० आ० 3710 — केन्द्रीय सरकार का यह प्रतीत होता है कि मैनस मल्टी इन्टरनेशनल (प्राइवेट) लिमिटेड, 205, Deepak 92 Nehru Place New Delhi-19, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment.

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 का उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35018/59/82-पी० एफ-2]

S.O. 3710—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs N. D. Patel, 119 Bombay Talkies Compound, Malad (West), Bombay-64, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment

Now, therefore in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No S 35018/59/82-PF II]

का० आ० 3711 — केन्द्रीय सरकार का यह प्रतीत होता है कि मैनस कन्सल्टेंट ग्रुप, 11 पुराना डाकघर स्ट्रीट, कलकत्ता-1 नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों के बहुमत इस बात पर सहमत हो गई है कि कर्मचारियों के भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35017/86/82-पी० एफ-2]

S.O. 3711—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Consultant Group 11 Old Post Office Street, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment

Now, therefore in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment

[No S 35017/86 82-PF II]

का० आ० 3712 — केन्द्रीय सरकार का यह प्रतीत होता है कि मैनस हर्बिड (इण्डिया) (प्राइवेट) लिमिटेड 1/1 किंभर स्ट्रीट कलकत्ता-17 जिसके समीप 7/1- साउरीन रोड कलकत्ता-34 स्थित उसका कारखाना और 67/बी जयनुद्दीन मिस्त्री लाने, कलकत्ता-27 स्थित उसका डिपो हो है। इन दोनों स्थापना में सम्बद्ध नियोजक और कर्मचारियों के बहुमत इस बात पर सहमत हो गई है कि कर्मचारियों के भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 का उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35017/63/82-पी० एफ-2]

S.O. 3712—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Herbid (India) (Private) Limited 1/1, Kimber Street, Calcutta-17 including its Factory at 7/1, Sourin Roy Road, Calcutta-34 and Depot at 67/B, Jaynuddin Mistri Lane, Calcutta 27, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment

[No S-35017/63/82-PF II]

का० आ० 3713 — केन्द्रीय सरकार का यह प्रतीत होता है कि मैनस गुप्ता चौधरी घोष एंड कंपनी, 8-बी, चौरिंगहे लाने, कलकत्ता-16 नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों के बहुमत इस बात पर सहमत हो गई है कि कर्मचारियों के भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 का उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35017/61/82-पी० एफ-2]

S.O. 3713—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gupta Chowdhury Ghosh and Company, 8-1B, Chowringhee Lane, Calcutta-16, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment

Now, therefore in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment

[No S-35017/61/82-PF.II]

का० आ० 3714 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शिवा फाइनेंस एण्ड प्रॉपर्टीज (प्राइवेट) लिमिटेड, 2 इण्डिया एक्चेंज प्लेस, कलकत्ता-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35017/82-पी० एक-2]

S.O. 3714.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shiva Finance and Properties (Private) Limited, 2, India Exchange Place, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(62)/82-PF.II]

का० आ० 3715 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नीलाम्बर प्लैट ओनर्स एसोसिएशन, 28-बी शेक्सपियर मार्ग, कलकत्ता-17, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35017/85/82-पी० एक-2]

S.O. 3715.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Neelamber Flat Owners Association, 28-B, Shakespeare Sarani, Calcutta-17, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(85)/82 PF.II]

का० आ० 3716 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रापटो इन्विष्टमेंट्स, 8/4/1, नैशनल लाइब्रेरी एवेन्यू, कलकत्ता-27 जिसके अंतर्गत 7, राजा संतोष रोड, कलकत्ता-27 स्थित उसका रजिस्ट्रीकृत कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एम-35017/87/82-पी० एक-2]

S.O. 3716.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Opto Equipments, 8/4/1 National Library Avenue, Calcutta-27 including its Registered Office at 7, Raja Santosh Road, Calcutta-27, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(87)/82-PF.II]

का० आ० 3717 :—मैसर्स तमिलनाडु स्टील्स, अर्कोनम-631004 जिसके इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये वे कायदे उन कायदों से पब्लिक अनुकूल हैं जो कर्मचारी निधि सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुमति है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और अपने उपबन्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखे रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम के समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अस्तर्गत लेखाधियों का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाधियों का अंतरण, निरीक्षण प्रसारों का संदाय आदि की है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उन्हें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-मण्डल पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरुस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

SCHEDULE

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनु-भोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उन रकम से कम है जो कर्मचारी की उस वृत्ति में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्दिष्टियों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन ने कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना धृष्टिकोण स्पष्ट करने का सुविशेष प्रवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यंगत हो जाने बिना जाता है तो, छूट रह सकती है।

11. नियोजक द्वारा प्रीमियम संदाय में किए गए किसी कार्यक्रम की वृत्ति में, उस मृत सदस्यों के नामनिर्दिष्टियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्दिष्टियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के माध्दम के भीतर सूचित करेगा।

[सं-एस-35014/36/82-पी० एफ-2]

S.O. 3717.—Whereas Messrs Tamil Nadu Steels, Arakkonam-631004 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

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1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(36)/82-PF. II]

क्रा० आ० 3718.—मैसर्स एच० एम० टी० लिमिटेड (कोरपोरेट डेव्लपमेंट एंड मार्केटिंग डिवीजन), 36 कनिंगहम रोड, बंगलूर-56005 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिवाय का प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहस्रक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष हैं—

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपायय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में निरीक्षण मंत्रालय द्वारा प्राप्ता कर्नाटक की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा नियोजक के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार द्वारा तब तक विनिर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उनके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित प्राथम्यक प्रीमियम भारतीय जीवन बीमा निगम को भेजता करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिकारि/नामानिर्देशितों को प्रतिफल के रूप में दोनों कदों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्ण अनुमोदन के बिना नहीं करेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वही, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवशा, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारण वशा, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम पत्रित करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मूल सदस्यों के नामनिर्देशितियों या विधिकारि/नामानिर्देशितों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों/विधिकारि/नामानिर्देशितों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तान दिन के भीतर सुनिश्चित करेगा।

[सं०एच०-35014/48/82-वी०एफ० II]

S.O. 3718.—Whereas Messrs H.M.T. Limited (Corporated Head Office and Marketing Division) 36, Cunningham Road, Bangalore-560052 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(46)/82-PF-II]

का० प्रा० 3719--मैमर्स एच०एम०टी० लिमिटेड, मशीन टूल डिजाइन, हैदराबाद-500854, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिधाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उस फायदे से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम

1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, भांड्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदन सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वधा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामाभिर्वांशियों को प्रांतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, भांड्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि प्रायुक्त, अपनी अनुमोदन देने से पूर्व कर्मचारियों को अपनी दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपनी चुका है, के अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारिख के भीतर, जो भारतीय बीमा निगम निगम पियत करे प्रीमियम का संवाय करने में

प्रसक्त रहता है, और पालिसी को अक्षय हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11 नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की वशा में, उक्त सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न की गई होती तो उक्त स्कीम के अस्तित्व होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हस्तगत नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय उत्तरदायित्व और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एम०-35014/47/82-पी०एफ०-II]

S.O. 3719.—Whereas Messrs HMT Limited, Machine Tool Division Hyderabad 500854 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme),

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years,

SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc shall be borne by the employer.

4 The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5 Where the employee, who is already a member of the Employee Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Andhra Pradesh, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9 Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10 Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11 In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12 Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No S-35014(47)/82-PF II]

का० प्रा० 3720—मैसर्स गेस्टकीम विधियन्स लिमिटेड, सांके प्रेसिंग इंडिया, राजाजी नगर, बंगलूर-560010 (कनटिक/2190), (जिसे इनमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19), (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसूची है,

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची से विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1 उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, कनटिक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर विनिर्दिष्ट करे।

2 नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर विनिर्दिष्ट करे।

3 सामूहिक बीमा स्कीम के प्रसारण में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय

लेखाओं का संतरण, निरीक्षण प्रचारों का संवाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य भाषा का प्रभुवाद, स्थापन के सूचना-पट्ट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त प्राविनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्राविनियम भारतीय जीवन बीमा निगम को सवस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होनी जहाँ वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस दिनांश तारीख के पश्चात्, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने से प्रसफल रहता है, और पालिसी को व्ययन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकम की वृत्ति में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अंतर्गत आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के भीतर मुनिश्चित करेगा।

[सं० एन०-35014/72/82-पी० एफ०-2]

S.O. 3720.—Whereas Messrs Guest Keen Williams Limited, Sankey Pressing Division, Rajaji Nagar, Bangalore-560010 (KN/2-90), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of the section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of

assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(72)/82-PF. II]

कां०आ० 3721.—सैसर्स साउथर्न स्विचगियर लिमिटेड, पोस्ट बैग नं० 114, आवादी रोड, अम्बटूर इंडस्ट्रियल एस्टेट, मद्रास-600058 (टीएन/3469), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पूषक भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इनसे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर विनिर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर विनिर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रंतरण, निरीक्षण प्रचारों का संदाय प्राप्ति भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत प्रावश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्म-

चारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे अन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम के किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों में अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविशेषण कर आवश्यक रहेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के बाद, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिन जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के भीतर सुनिश्चित करेगा।

[सं०एस०-35014/73/82-पी०एफ०-2]

S.O. 3721.—Whereas Messrs Southern Switchgear Limited, P.B. No. 114, Avadi Road, Ambattur Industrial Estate, Madras-600058. (TN/3469) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts

and provide for such facilities for inspection, as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of subsection (3A) of section 17 of the said Act, within 15 days from the close of every month

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer

4 The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees

5 Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Tamil Nadu, and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view

9 Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled

10 Where for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled

11 In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer

12 Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No S-35014(73)/82-PF II]

क्र० भा० 3722 -- मैसर्स श्री राम मिल्स लिमिटेड (एम०टी०ए० डिजिटल) अधिना (जिमा सन्त) (जी०के०/4495-ग०), (जिसे इससे इसके पश्चात्, उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम,

1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निष्पक्ष सहवर्द्ध बीमा स्कीम 1975 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1 उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाधियों का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाधियों का अंतरण, निरीक्षण प्रभारों का संवाय आदि भी हैं, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4 नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब इस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को सफल करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों से समुचित रूप से बुद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की

संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उम नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की वशा में, उम मृत सदस्यों के नामनिर्देशितियों या अधिकारियों की जो यदि यह, छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/अधिकारियों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संएस०-35014/106/82-पीएफ-2]

S.O. 3722.—Whereas Messrs Shree Ram Mills Limited, (M.T.A. Division), Udhna (District Surat) (GJ/4495-A) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(106)/82-PF. II]

का०आ० 3723.—मैसर्स इंडस्ट्रियल मशीनरी मैन्यूफैक्चरिंग प्राइवेट लिमिटेड, ग्रहमदाबाद न्यू काटन मिल्स के निकट, कार्यालय अमरावती रोड, ग्रहमदाबाद-8 (जी०जे०/67), (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहाय बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजोय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसा विवरणियां भेजेगा और ऐसे लेखा प्रयोग तथा निरीक्षण के लिए ऐसा सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार अपने पत्रा पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अर्थात् समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाया का रखा गया विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सदाय, लेखाया का प्रंतरण, निरीक्षण प्रसारों का सदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब तक, उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाग में उसका मूल्य वाचा का अनुवाद स्थापन के मुख्यालय पर प्रदर्शित करे।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पत्रले हो सम्बन्ध है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाध्य आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवर्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक प्रकृत हों, जो उक्त स्कीम के अर्थात् अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम का अर्थात् सदाय रकम उस रकम से कम है जो कर्मचारी का उस वृत्ति में सदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों का प्रतिकर के रूप में दोनों रकमों में अधिक से अधिक रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के अन्तर्गत में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संशोधन का कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देन में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अधिकृत अधिकार होगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारियों, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पत्रले अपना खुद है अधीन नहीं रह जाते है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राशि से कम हो जाते है, तो यह छूट र की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम को प्रीमियम का संदाय करने के अधिकृत रहता है, और पालिसी को उपलब्ध हो जाने दिया जाता है तो छूट र की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों 850 GH/82- 9

को जो यदि यह, छूट र की गई होती तो उक्त स्कीम के प्रशासन होने, बीमा फायदों के सदाय का उम्हरेदारीय निरीक्षण पर होगा।

12. उक्त स्थापन के सदस्य में नियोजक, इस स्कीम के अन्तर्गत होने वाले फायदे स्कीम के सदस्यों को प्राप्त होने के लिए उक्त स्कीम के सदस्यों को प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमा रकम प्राप्त होने के लिए उक्त स्कीम के अधीन सुनिश्चित करेगा।

[सं. एम्. 35014/114/82-पी.एफ.-4]

S.O. 3723. --Whereas Messrs Industrial Machinery Manufacturers Pvt. Limited, Near Ahmadabad New Cotton Mills, Office Amraiwadi Road, Ahmadabad-8 (GJ/67), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act)

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmadabad, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employee Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

(No. S-35014(114)/82-PF-II)

क्र० आ० 3724.—मैसर्स पांडिचेरी डिस्टिलरीज लिमिटेड, पांडिचेरी 605001) पी० सी० [26] (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपाय अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट किए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का संशोधन हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम हो सामूहिक बीमा स्कीम के अधीन जीवन बीमा के स्वतः म फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं जो कर्मचारी निरोध सहस्र बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है :

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमसे उपाय अधिनियम में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे ;

2. नियोजक, ऐसे निरीक्षण प्रसार का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सहाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की

धारा 17 की उपधारा (3क) के खण्ड(क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियां या प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अंतर्गण, निरीक्षण प्रसारों का सहाय आदि भी है, तीन वर्षों सभी व्ययों का वृत्त नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उसे संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी श्राव्य आयुक्त प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संशय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संशय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस / नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का भुगतान करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि, किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पाणिनी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए, किसी व्यक्तिकर की दशा में, उक्त मृत सदस्यों के नामनिर्देशनित या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के अवधि में निर्वाचित, इस स्कीम के अधीन होने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नामनिर्दिष्टियों विधिक बोनसों का बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वर्ष, में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर मुनिश्चित करेगा।

[नं० एस० 35014/123/82 पी० एफ०-2]]

S.O. 3724.—Whereas Messrs Pondicherry Distilleries Limited, Pondicherry-605001 (PC/26), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the

Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(123)/82-PF-II]

का० आ० 3725.—मैसर्स सेचुरी सोमेन्ट इन्डस्ट्रिय लिमिटेड-493-116, रेल स्टेशन टिन्डा, जिला रायपुर (मध्य प्रदेश) (एम० पी०/2757) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रतीक उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन, कर्मचारी, किसी पृथक् भविष्य य. प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं, और ऐसे कर्मचारियों के लिए ये कायदे उस कायदे से अधिक अनुकूल हैं जो कर्मचारी विशेष मध्यम बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में निगोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए सभी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. निगोजक, ऐसे निरीक्षण प्रयोगों का प्रत्येक मास की समाप्ति के 15दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रवरण, निरीक्षण प्रयोगों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत निगोजक द्वारा किया जाएगा।

4. निगोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचन पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमोदित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकार के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अनुमोदित होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापना के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/124/82/पी०एफ०]

S.O. 3725.—Whereas Messrs Century Cement, P.O. Baikunth-493-116, Railway Station Tilda, Dist. Raipur (Madhya Pradesh) (MP/2757) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life

Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(124)/82-PF.II]

क्रि.आ. 3726.—मैसर्स इंडियन ऑक्सीजन लिमिटेड, 66, नजफगढ़, रोड़ पोस्ट बाकम सं० 6203, नई दिल्ली-110015 (डी० एन०/128), (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुजेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1 उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखागा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निविष्ट करे।

2 नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निविष्ट करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतर्गण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4 नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रकाशित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत अवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस वंश में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में वंशों रकमों के अन्तः के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपने अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिसों को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवय में किए गए किस व्यक्तिक्रम की वंश में, उन मूल सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती, तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदेय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्पश्चात् से और प्रत्येक वंश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[म० एस-35014/136/82-पी० एक-2]

S.O. 3726.—Whereas Messrs Indian Oxygen Limited, 66 Najafgarh Road, P.B. 6203, New Delhi-110015 (DL/128), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(136)/82-PF.II]

क्रा० आ० 3727 :- मैसर्स एम्. शोरर/कॉमिन्स (प्रिविजेंट आर मफतलाल इंडस्ट्रीज लिमिटेड) असवी रोड, पोस्ट बॉक्स नं० 2006, अहमदाबाद-380016 (जी० जे०/362), (जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हमने इसके पश्चात् उक्त

अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है—

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिव्यक्त या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महबूद बीमा स्कीम 1975 (जिसे हमने इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उठते अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियाँ का प्रयोग करते हुए और हमने उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के समान उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के मध्य में नियोजित प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद का ऐसा नियोजित भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए जैसी सुविधाएँ प्रदान करेगा या केन्द्रीय सरकार, समय समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक भाग की समाप्ति के 15 दिनों के भीतर सँदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशापन में, जिसके अन्तर्गत लेखकों का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सँदाय, लेखाओं का संरक्षण, निरीक्षण प्रसारों का सँदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमानित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उसमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों को बहुमूर्तता की भाँपा में उसकी सुखर भाषों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तविक प्रीमियम भारतीय जीवन बीमा निगम को सँवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध कायदों में अनुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन गृह्य रकम उन रकम से कम है जो कर्मचारी को उस दशा में सँदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक शक्ति/नामनिर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सँदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया

जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपनी अनुमोदन देने से पूर्व कर्मचारियों को अपनी दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापना पहले अपनी चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत मार्ग के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम को दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को, जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/144/82-पी०एफ-2]

S.O. 3727.—Whereas Messrs New Sharrock Mills (Division of Maftalal Industries Ltd.) Asarwa Road, P.B. No. 2006, Ahmedabad-380016 (GJ/362) (hereinafter referred to as the said establishment), have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(144)/82-PF.III]

का० जा० 3728--मैसर्स सीमेंट कार्पोरेशन प्राइवेट लिमिटेड, नई दिल्ली- (बी० एस/222) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्र बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, दिल्ली को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखावा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रचारों संदाय प्राप्ति भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस / नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो बड़ी, प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन अपने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नामनिर्देशितियों, विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस 35014 / 84 / 82 पी० एफ० II]

S.O. 3728.—Whereas Messrs Cement Corporation of India Limited, New Delhi (DL/2227), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available

under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

नई दिल्ली, 14 अक्टूबर, 1982

क्रा०आ० 3729—केरल राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (i) के खण्ड (घ) के अनुसरण में डा० जोसफ जैक्सरियाज के स्थान पर डा० पी० यू० अय्यप्पक्कर, निदेशक, बीमा चिकित्सा सेवाएँ, केरल सरकार त्रिवेन्द्रम को चिकित्सा प्रमुखिधा परिषद में उस राज्य से प्रतिनिधित्व करने के लिए नामनिर्दिष्ट है ;

अतः अब केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (1) के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 3329, दिनांक 19 नवम्बर, 1981 में निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में ["संबंधित राज्य सरकारों द्वारा धारा 10 की उपधारा (1) के खण्ड (1) के अधीन नामनिर्दिष्ट] शीर्षक के नीचे सद्यः 12 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात्—

डा० पी० यू० अय्यप्पक्कर,
निदेशक, बीमा चिकित्सा सेवाएँ,
केरल सरकार, त्रिवेन्द्रम -14,

[सं० य० 16012/ 3 / 82 -एच० आर्०]

New Delhi, the 14th October, 1982

S.O. 3729.—Whereas the State Government of Kerala has, in pursuance of clause (d) of sub-section (1) of Section 10 of the Employees' State Insurance Act, 1948 (34 of

1948) nominated Dr. P. U. Abubacker, Director of Insurance Medical Services, Government of Kerala, Trivendrum to represent that State on the Medical Benefit Council in place of Dr. Joseph Zacharias ;

Now, therefore, in pursuance of Sub-section (1) of section 10 of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 3329, dated 19th November, 1981, namely :—

In the said notification, under the heading "(Nominated by the State Governments concerned under clause (d) of sub-section (1) of section 10)" for the entry against item 12, the following entry shall be substituted, namely :—

"Dr. P. U. Abubacker
Director of Insurance Medical Services,
Government of Kerala,
Trivandrum-14."

[No. U-16012/3/82-HI]

क्रा० आ० 3730—हिमाचल प्रदेश राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री आर्० के० सूरि के स्थान पर श्री आर० के० आनन्द, आयुक्त-सचिव, हि० प्र० सरकार की कर्मचारी राज्य बीमा नियम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 850 (घ) दिनांक 21 अक्टूबर 1980 में निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में, "राज्य सरकारों द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट" शीर्षक के नीचे सद्यः 13 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी अर्थात्—

"श्री आर० के० आनन्द,
आयुक्त व सचिव हिमाचल प्रदेश सरकार
श्रम और रोजगार विभाग, शिमला"

[सं० य० 16012/13/82-एच० आर्०]

ए० के० भट्टाचार्य, प्रवर सचिव।

S.O. 3730.—Whereas the State Government of Himachal Pradesh has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri R. K. Anand, Commissioner-cum-Secretary to the Government of Himachal Pradesh to represent that State on the Employees' State Insurance Corporation, in place of Shri I. K. Suri;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. 850(E), dated the 21st October, 1980, namely :—

In the said notification, under the heading "(Nominated by the State Governments under clause (d) of section 4)", for the entry against Serial Number 13, the following entry shall be substituted, namely :—

"Shri R. K. ANAND,
Commissioner-cum-Secretary
to the Government of Himachal Pradesh,
Labour and Employment Department,
Simla"

[U. 16012/13/82-HI]

A. K. BHATTARAI, Under Secy.

